

NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL WORK SESSION

TUESDAY, MAY 21, 2024, 5PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled work session at 5 pm Tuesday, May 21, 2024. The meeting will be located at City Hall, 3950 Adams Ave., South Ogden, Utah, 84403, in the EOC. The meeting is open to the public; anyone interested is welcome to attend. No action will be taken on any items discussed during the pre-council work session. Discussion of agenda items is for clarification only. Some members of the council may be attending the meeting electronically.

WORK SESSION AGENDA

- I. CALL TO ORDER Mayor Russell Porter
- II. REVIEW OF COUNCIL MEETING AGENDA
- III. DISCUSSION ITEMS

A. FY2025 Budget

IV. ADJOURN

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted to the State of Utah Public Notice Website, on the City's website (southogdencity.gov) and emailed to the Standard Examiner on May 17, 2024. Copies were also delivered to each member of the governing body.

Legsal Kapetanov, City Recorder

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during the meeting should notify the City Recorder at 801-622-2709 at least 24 hours in advance.



Sustainability in Action

May 13, 2024

Matt Dixon, City Manager c/o South Ogden City 3950 S. Adams Ave South Ogden, UT 84403

Dear Matt.

I am writing to notify you of the rate adjustment as described in the current waste and recycling agreement. Per the current agreement, the Garbage & Trash Index (CPI-U) for preceding calendar year was 6.5%.

The new rate will go into effect July 1, 2024. This will be reflected on the invoice you receive the first week of August which is for July service.

1st Container	current \$ 5.68	new \$ 6.05
2nd Containers	current \$ 5.25	new \$ 5.59
Recycle	current \$ 3.78	new \$ 4.03

If you have any questions about these numbers, please contact me.

Sincerely,

Mark Sherwood Republic Services

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city avera category, December 2023 — Continued

[1982-84=100, unless otherwise noted]

	Relative	Unadjusted percent change	
Expenditure category	importance Nov 2023	Dec. 2022- Dec. 2023	Nov. 2023- Dec. 2023
Owners' equivalent rent of primary residence's	24.598	6.3	0.4
Tenants' and household insurance 1 2	0.375	3.6	0.3
Water and sewer and trash collection services ² ,	1.073	5.2	0.1
Water and sewerage maintenance	0.765	4.7	0.1
Garbage and trash collection ^{1 10}	0.308	6.5	0.1

SOUTH OGDEN CITY FY 2024 UTILITY RATES

		WATER USAGE PRICE RATE PER LEVEL			SEWER USAGE PRICE RATE PER LEVEL	WATER BASE FEE	NEW WATER BASE FEE	SEWER BASE FEE	GARBAGE RATE PER CAN	RECYCLIN G RATE PER CAN	RESIDENTIAL STORM DRAIN FEE
	WATER USAGE LEVELS	Rate per	Rate per 1000 Gallons	SEWER USAGE LEVELS	Rate per 1000 Gallonos	\$11.47	\$14.33	\$16.05	\$11.56	\$4.09	\$11.93
1	0- 3,999 GALLONS	\$1.43	\$1.43	0- 3,999 GALLONS	\$1.14						
2	4,000 - 7,999 GALLONS	\$3.15	\$3.50	4,000 - + GALLONS	\$4.77						
3	8,000 - 10,999 GALLONS	\$3.73	\$4.14								
4	11,000 - 15,999 GALLONS	\$4.29	\$4.76								
5	16.000 - + GALLONS	\$4.59	\$5.09								

Water increase =

Base fee from \$11.47 to \$14.33 Tiers 2 - 5 have 11% increase

DUPLEX STORM DRAIN FEE	4- PLEX STORM DRAIN FEE	COMMERCIAL STORM DRAIN PER ERU
\$17.88	\$23.83	\$11.93

South Ogden City FY 2025 Tentative Budget May 07, 2024

Resolution - 24-10

		2022-23	2023-24	2023-24	2024-25
Account Number	Account Title	Prior year Actual	Current year Budget	Current year Actual	Future year Budget
	7,000411, 1,110				
GENERAL FUND					
TAX REVENUE					
10-31-100	Property Tax Collections CY	4,183,551	4,379,859	947,819	4,548,255
10-31-105	Prop 1 Tax Increment	444,360	455,073	69,320	453,356
10-31-200	Property Tax - Delinquent	57,553	44,801	14,903	57,280
10-31-250	Motor Vehicle & Personal Prop.	219,163	219,951	58,777	208,992
10-31-300	General Sales and Use Taxes	5,546,310	5,846,029	899,160	5,582,412
10-31-400	Utility Franchise Fee	384,201	197,055	34,365	197,055
10-31-500	Franchise Tax	240,996	242,625	53,064	216,979
10-31-550	Municipal Energy Use Tax	1,113,787	1,020,093	247,150	1,135,533
Total TAX R	EVENUE:	12,189,922	12,405,486	2,324,558	12,399,862
LICENSES & PEF	PMITS				
10-32-100	Business Licenses	146,077	110,385	20 557	140,346
		,		39,557	
10-32-200	Building Permits	240,903	171,080	92,867	171,080
10-32-300	Animal Licenses	7,929	10,334	783	7,753
10-32-325	Micro-Chipping Fees	5,270	100	280	450
10-32-350	Animal Adoptions	26,450	26,123	8,630	30,013
10-32-375	Animal Shelter Fees	605	653	2,930	5,144
Total LICEN	SES & PERMITS:	427,233	318,675	145,047	354,786
INTERGOVERNM	ENTAL REVENUE				
10-33-150	State Liquor Fund Allotment	23,859	23,860	5,400	25,988
10-33-200	ARPA - American Rescue Plan	.00	.00	.00	2,035,512
10-33-600	State/Local Grants	698,508	488,423	8,993	867,716
10-33-610	Federal FEMA Awards	55,737	.00	.00	.00
10-33-900	Class "C" Road Fund Allotment	747,926	751,075	163,648	803,663
10-33-925	Resource Officer Contract	46,875	50,250	.00	71,400
Total INTER	GOVERNMENTAL REVENUE:	1,572,905	1,313,608	178,040	3,804,279
RECREATION & I	PLANNING FEES				
10-34-200	Baseball Revenue	13,893	16,315	20	16,315
10-34-250	Soccer	6,320	7,400	3,310	7,400
10-34-300	Spike/Kickball Fees	360-		550	315
10-34-350	Basketball Fees	19,413	22,945	9,399	22,945
10-34-352	Comp Youth Basketball	98,800	95,000	.00	95,000
10-34-354	Comp Adult Basketball	12,620	13,500	3,970	13,500
10-34-375	Flag Football	3,235	4,360	3,900	4,360
10-34-450	Volleyball Registration	5,615	4,537	2,335	4,537
10-34-500	Football	15,821	18,900	5,328	18,900
10-34-505	Football Apparel	960	3,100	3,385	3,100
10-34-550	Tennis / Pickleball	.00	280	.00	280
10-34-700	Plan Check Fee	124,206	34,400	58,003	34,400
10-34-725	Engineering Review Fees	8,239	15,947	1,124	15,947
10-34-726	Zoning/Subdivision Fees	4,490	2,400	1,020	2,400
10-34-750	Street Cut Fee	5,592	4,400	1,020	4,400
				575	
10-34-850	Bowery Rental	3,100	1,800		1,800
10-34-875 10-34-900	Sex Offender Registration Fee Public Safety Reports	550 21,235	500 14,100	350 5,465	<u>500</u> 14,100
10-04-900	i abilo dalety i tepolts				
Total RECR	EATION & PLANNING FEES:	343,728	260,199	99,993	260,199

		2022-23 Prior year	2023-24	2023-24 Current year	2024-25 Future year
Account Number	Account Title	Actual	Current year Budget	Actual	Budget
7.0004111.11201					
FINES & FORFE	ITURES				
10-35-200	Fines- Regular	397,836	416,960	109,782	415,855
10-35-300	Alarm Fines/Permits	5,000	3,750	1,350	3,750
Total FINES	S & FORFEITURES:	402,836	420,710	111,132	419,605
MISCELLANEOU	JS REVENUE				
10-36-100	Interest	424,726	358,630	138,855	355,208
10-36-105	Cash Over/Short	45-	.00	1	.00
10-36-200	Sub 4 Santa	.00	.00	2,384	.00
10-36-400	Sales of Fixed Assets	56,948	.00	.00	
10-36-500	75th Anniversary Sales	40	.00	.00	
10-36-601	Donations to South Ogden City	14,728	.00	1,941	00
10-36-700	Contractual Agreement Reven	172,408	160,283	71,368	164,722
10-36-900	Misc. Revenue	190,213	67,803	7,064	25,000
Total MISC	ELLANEOUS REVENUE:	859,017	586,716	221,613	544,930
CHARGE FOR S	ERVICE & TRANSFERS				
10-39-242	Transfer in from Sewer Fund	11.595	12.059	12,059	12.059
10-39-244	Transfer in from Storm Drain	16,748	17,418	17,418	17,418
10-39-250	Transfer in from Water Fund	60,551	62,974	62,974	62,974
10-39-300	Transfer In From CPF	.00	.00	.00	2,086,723
10-39-350		16,926	22,375	5,595	
10-39-350	Charge for Service - CDRA	*	,	,	22,375
	Charge for Service - Water Fnd	270,256	359,912	89,976	359,912
10-39-410	Charge for Service - Sewer Fnd	261,388	244,764	61,191	244,764
10-39-420	Charge for Svc - Storm Drn Fnd	202,251	119,630	29,907	119,630
10-39-430	Charge for Service - Grbge Fnd	109,902	88,409	22,101	88,409
10-39-440	Charge for Service - Amb Fnd	70,742	74,761	18,690	74,761
10-39-700	Appropriated Fund Bal-Class C	.00	50,000	.00	48,500
10-39-800	Appropriated Fund Balance	.00	77,733	.00	
Total CHAF	RGE FOR SERVICE & TRANSFERS:	1,020,359	1,130,035	319,911	3,137,525
Total Rever	nue:	16,816,000	16,435,429	3,400,294	20,921,186
COUNCIL					
10-41-110	Salaries and Wages	71,877	77,519	19,679	79,845
10-41-130	Employee Benefits	8,673	9,254	2,925	9,347
10-41-210	Books, Subscrip.& Memberships	12,483	12,484	13,682	12,109
10-41-230	Travel & Training	6,839	6,890	990	6,683
10-41-240	Supplies	214	530	.00	514
10-41-700	Small Equipment	755	796	.00	772
Total COUN	JCII ·	100,841	107,473	37,276	109,270
.5.0.	· • · •				
LEGAL DEPART					
10-42-110	Salaries and Wages	15,425	37,052	6,410	39,163
10-42-130	Employee Benefits	1,217	2,835	507	2,996
10-42-230	Travel & Training	1,234	1,530	520	1,484
10-42-240	Supplies	.00	530	.00	514
10-42-310	Outside Legal Counsel	83,969	107,880	7,301	104,644
10-42-320	Prosecutorial Fees	30,000	30,000	5,000	29,100
Total LEGA	L DEPARTMENT:	131,845	179,827	19,738	177,901

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		2022-23 Prior year	2023-24 Current year	2023-24 Current year	2024-25 Future year
Account Number	Account Title	Actual	Budget	Actual	Budget
	_				
Court Departmer		204,276	225 456	56,372	250 274
10-43-110	Salaries & Wages Overtime	.00	235,456	.00	250,374 2,500
10-43-112	Employee Benefits	66,848	81,974	22,036	77,399
10-43-130	Books, Subscriptions, & Mbrshp	216	530	22,030	514
10-43-230	Travel & Training	1,374	1,590	259	1,542
10-43-240	Office Supplies	7,212	3,152	.00	3,057
10-43-275	State Surcharge	100.150	108,368	29,633	105,117
10-43-280	Telephone	275	319	100	309
10-43-300	Public Defender Fees	13,000	15,898	2,000	15,421
10-43-305	Wasatch Constable Contract	14,931	22,556	1,088	21,879
10-43-310	Professional & Technical	1,854	3,710	575	3,599
10-43-329	Computer Repairs	.00	265	.00	257
10-43-330	Witness Fees	.00	1,100	.00	1,067
10-43-700	Small Equipment	188	319	.00	309
10-43-750	Capital Outlay	7,126	.00	.00	.00
Total Court	Department:	417,449	475,237	112,150	483,344
ADMINISTRATIO	N				
10-44-110	Salaries and Wages	699,210	811,448	201,139	851,791
10-44-112	Overtime	.00	.00	.00	5,000
10-44-130	Employee Benefits	258,372	309,409	91,864	301,667
10-44-210	Books, Subscriptions & Member	3,793	4,239	2,073	4,112
<mark>10</mark> -44-230	Travel & Training	15,768	19,608	4,232	19,020
<mark>10</mark> -44-240	Office Supplies & Miscell	4,193	6,890	301	6,683
<mark>10-44-247</mark>	Car Allowance	6,237	6,804	2,268	6,600
10-44-248	Vehicle Maintenance	246	530	35	514
10-44-280	Telephone	4,706	5,279	1,600	5,121
10-44-300	Gas	150-		.00	772
10-44-310	Professional & Technical	15,992	23,500	555	22,795
10-44-329	Computer Repairs	.00	265	.00	257
10-44-600	Service Charges	53,473	59,514	15,425	57,729
10-44-650 10-44-700	Lease Payments	.00 879	3,200	.00	2,532
10-44-750	Small Equipment Capital Outlay	3,769	2,610 8,764	8,764	.00
Total ADMIN	NISTRATION:	1,066,488	1,262,856	328,256	1,287,697
NON-DEPARTME	:NTAL				
10-49-130	Retirement Benefits	62,192	86,306	25,441	66,906
10-49-220	Public Notices	2,309	3,000	934	2,910
10-49-250	Unemployment	5,728	2,120	.00	2,056
10-49-255	Ogden Weber Chamber Fees	3,000	3,180	.00	3,085
10-49-260	Workers Compensation	84,721	98,221	28,454	95,274
10-49-290	City Postage	10,000	50,000	5,787	48,500
10-49-291	Newsletter Printing	8,112	8,585	1,421	8,327
10-49-310	Auditors	13,250	16,373	4,700	15,882
10-49-320	Professional & Technical	67,941	104,036	21,499	100,915
10-49-321	I/T Supplies	114	3,180	214	3,085
10-49-322	Computer Contracts	76,891	74,612	45,665	72,374
10-49-323	City-wide Telephone	9,741	9,720	2,484	9,428
10-49-324	City-wide Internet	6,677	6,741	1,709	6,539
10-49-329	Server Repairs	.00	17,900	.00	17,363
10-49-400	Unreserved	.00	76,376	.00	77,600
10-49-430	Sales Tax Admin Fee	36,409	37,567	2,728	36,440

		2022-23	2023-24	2023-24	2024-25
Account Number	Account Title	Prior year Actual	Current year Budget	Current year Actual	Future year Budget
	-				
10-49-450	Homeless Shelter State Fee	43,138	45,469	3,789	66,585
10-49-500	City Safety/Wellness Program	3,689	6,500	804	6,305
10-49-510	Insurance	186,077	196,075	49,351	206,075
10-49-515	City Donations	4,100	72,455	.00	4,100
10-49-520	Employee Assistance Plan	4,080	4,080	1,020	3,958
10-49-596	Holiday Dinner	5,525	5,830	.00	5,655
10-49-597	Employee Recognition Prog	7,568	8,500	224	8,245
10-49-598	OFFH	4,022	6,516	.00	6,321
10-49-599	Easter Egg Hunt	2,750	3,180	.00	3,085
10-49-600	Community Programs	7,014	6,407	1,857	6,215
10-49-601	Community Brand	2,000	.00	.00	.00
10-49-605	Continuing Education	4,180	7,000	705	6,790
10-49-610	Government Immunity	2,975	6,000	.00	5,820
10-49-700	Small Equipment	.00.	2,120	.00	2,056
10-49-750	Capital Outlay	62,424	41,352	.00	41,352
Total NON-	DEPARTMENTAL:	726,626	1,009,401	198,786	939,246
ELECTIONS					
10-50-240	Supplies		19,276	.00	.00
Total ELEC	TIONS:	.00	19,276	.00	.00
BUILDING AND (GROUNDS				
10-51-263	Fire Station #82 Utilities	9,884	8,479	1,343	8,225
10-51-264	Station #82 Maintenance	7,422	5,470	6,778	2,056
10-51-265	Cleaning Contract	18,555	22,350	3,445	21,680
10-51-266	Elevator Maintenance	7,087	12,454	1,803	12,080
10-51-270	New City Hall Maintenance	99,632	88,796	5,632	86,132
10-51-275	New City Hall Utilities	114,345	122,235	55,295	118,568
10-51-280	City Building Upgrades	.00	196,000	.00	196,000
10-51-750	Capital Outlay	61,743	98,607	26,535	60,081
Total BUILD	DING AND GROUNDS:	318,668	554,391	100,830	504,822
PLANNING & ZO	NING				
10-52-120	Commission Allowance	4,775	6,300	.00	6,111
10-52-210	Books, Subscrip, Memberships	15	265	.00	257
10-52-230	Travel & Training	89	530	.00	514
10-52-310	Professional & Technical Servi	118,997	79,490	19,652	132,548
10-52-330	General Plan Revision	41,463	4,200	.00	4,074
Total PLAN	NING & ZONING:	165,338	90,785	19,652	143,504
POLICE SERVIC	ES				
10-55-110	Full time wages - Police	2,098,366	2,304,708	583,067	2,380,519
10-55-111	Part time wages - Police	26,182	31,111	7,980	33,101
10-55-112	Overtime wages - Police	53,074	46,765	18,669	48,168
10-55-115	Animal Control Wages	56,408	61,999	16,762	77,588
10-55-116	Crossing Guards	12,865	29,031	2,876	29,895
10-55-130	Benefits - Police	1,209,228	1,305,744	376,924	1,316,251
10-55-131	WTC - A/C Contract	79,563	73,081	24,840	60,726
10-55-132	Liquor Funds Expenditures	22,586	23,860	23,860	25,988
10-55-150	Death Benefit Ins Police	311	400	78	388
10-55-151	Mental Health Services	7,838	26,853	1,245	18,287

Account Number			2022-23	2023-24	2023-24	2024-25
10-55-230			•	•	•	•
10.55-240	Account Number	Account Title	Actual —	Budget	Actual	Budget
10.55-246	10-55-230	Travel & Training - Police	15,726	15,519	8,554	18,933
10.55-246		""	3,959	6,359	1,185	6,168
10.55-247	10-55-245	Clothing Contract - Police	10,756	13,050	4,147	12,659
10.55-248	10-55-246	Special Dept Supplies - Police	9,471	12,100	2,553	11,737_
10-55-250	10-55-247	Animal Control Costs	61,325	60,938	8,764	59,110
10.55-280 Telephone/Intermet - Police 23,060 23,847 5,273 23,132 10.55-300 Gas 85,374 9,506 35 87,791 10.55-320 MDT/Radio Repairs 2,135 869 137 3,171 10.55-323 MDT/Radio Repairs 2,135 869 137 3,171 10.55-320 Computer Repairs - Police 2,135 43,560 43,560 42,225 10.55-340 Weber/Morgan Strike Force 17,488 18,172 17,541 17,627 10.55-470 Community Education/Programs 199 600 .00 2,056 10.55-470 Community Education/Programs 199 600 .00 .652 10.55-549 Lease Interest/Taxes 6,099 .00 .90 .00 .00 10.55-750 Small Equipment - Police 225,050 83,940 78,231 67,056 10.57-110 Salarie S Wages 1,418,733 1,657,393 404,521 1,723,506 10.57-110 Salarie S Wages	10-55-248	Vehicle Maintenance - Police	42,006	42,137	5,898	19,533
10-55-300	10-55-250	Equipment Maintenance - Police	.00	2,120	.00	2,056
10-85-310 Professional & Tech - Police 22,225 29,862 14,479 28,966 10-85-323 MDT/Radio Repairs 2,135 869 137 3,171 10-85-323 Computer Repairs - Police 20 1,484 641 1,439 10-85-340 Cime Scene Investigations 37,935 43,860 43,560 42,253 10-85-40 Weber/Morgan Strike Force 17,488 18,172 17,541 17,627 10-85-47 Community Education/Programs 199 600 00 582 10-85-49 Lease Interest/Taxes 6,099 00 987 00 10-85-69 Lease Payments - Police 225,005 89,440 78,231 67,056 10-85-700 Small Equipment - Police 26,666 169,591 404 8,473 10-85-710 Salaries & Wages 1,418,793 1,657,393 404,521 1,723,506 FIRE PROTECTIOn 10-57-110 Salaries & Wages 1,418,793 1,657,393 404,521 1,723,506	10-55-280	Telephone/Internet - Police	23,060	23,847	5,273	23,132
10-55-323 MDT/Radio Repairs - Police 2.0 1.484 641 1.439 10-55-329 Computer Repairs - Police 2.0 1.484 641 1.439 10-55-3400 Weber/Morgan Strike Force 17,488 18,172 17,541 17,627 10-55-450 K-9 396 2,120 .00 5,622 10-55-460 Community Education/Programs 199 600 .00 5,622 10-55-469 Lease Interest/Taxes 6,099 .00 987 .00 10-55-750 Lease Payments - Police 225,005 83,940 78,231 67,095 10-55-750 Capital Outlay - Police 72,773 57,700 .00 .00 Total POLICE SERVICES: 4,236,274 4,581,639 1,254,812 4,410,688 FIRE PROTECTION 10-57-111 Part Time Wages 1,67,733 21,940 33,043 205,254 10-57-112 Overtime 232,567 138,369 86,954 113,639 10-57-210 <	10-55-300	Gas	85,374	90,506	35	87,791
10-55-329 Computer Repairs - Police 20 1,484 641 1,439 10-55-500 Crime Scene Investigations 37,935 43,560 43,560 42,253 10-55-450 K-9 396 2,120 .00 2,056 10-55-470 Community Education/Programs 199 600 .00 582 10-55-560 Lease Interest/Taxes 6,099 .00 987 .00 10-55-700 Small Equipment - Police 225,005 38,340 78,231 67,056 10-55-700 Small Equipment - Police 226,006 165,951 4.04 8,473 10-55-700 Small Equipment - Police 72,773 57,700 .00 .00 Total POLICE SERVICES: 4,236,274 4,581,639 1,254,812 4,410,688 FIREP PROTECTION Total Policies 8,236,274 4,581,639 404,521 1,723,506 Total Policies 8,236,274 4,581,639 404,521 1,723,506 Total Policies	10-55-310	Professional & Tech - Police	22,225	29,862	14,479	28,966
10-55-350 Crime Scene Investigations 37,935 43,560 43,560 42,253 10-55-400 Weber/Morgan Strikke Force 17,488 18,172 17,541 17,627 10-55-470 Community Education/Programs 199 600 .00 582 10-55-649 Lease Payments - Police 225,055 83,940 78,231 67,056 10-55-700 Small Equipment - Police 26,666 165,951 404 8,473 10-55-750 Capital Outlay - Police 72,773 57,700 .00 .00 FIRE PROTECTION 10-57-110 Salaries & Wages 1,418,793 1,657,933 404,521 1,723,506 10-57-111 Part Time Wages 167,783 219,403 60,432 205,256 10-57-110 Balaries & Wages 1,418,793 1,657,393 404,521 1,723,506 10-57-111 Part Time Wages 167,783 219,403 60,434 205,256 10-57-210 Memberships, Books & Subscrptn 2,846 3,210 231,296	10-55-323	MDT/Radio Repairs	2,135	869	137	3,171
10-55-400 Weber/Morgan Strike Force 17,488 18,172 17,541 17,627 10-55-450 K-9 396 2,120 0.00 2,056 10-55-649 Lease Interest/Taxes 6,099 0.00 987 .00 10-55-650 Lease Payments - Police 225,005 83,940 78,231 67,056 10-55-700 Small Equipment - Police 26,6766 165,951 4.04 .8473 10-55-700 Small Equipment - Police 72,773 57,700 .00 .00 Total POLICE SERVICES: 4,236,274 4,581,639 1,254,812 4,410,688 FIRE PROTECTION Total Policie Supplies & Wages 167,783 1,657,933 404,521 1,723,506 Total Policie Supplies & Wages 167,783 219,403 63,043 205,254 10-57-110 Salaries & Wages 167,783 219,403 63,043 205,254 10-57-112 Overtime 232,567 138,369 86,954 113,639 <td< td=""><td>10-55-329</td><td>Computer Repairs - Police</td><td>20</td><td>1,484</td><td>641</td><td>1,439</td></td<>	10-55-329	Computer Repairs - Police	20	1,484	641	1,439
10-55-450 K-9 396 2,120 0.0 2056 10-55-670 Community Education/Programs 199 600 0.0 582 10-55-650 Lease Interest/Taxes 6,099 0.0 87 0.0 10-55-700 Small Equipment - Police 26,766 165,951 4.04 8,773 10-55-750 Capital Outlay - Police 72,773 57,700 0.0 .00 FIRE PROTECTION Total POLICE SERVICES: 4,236,274 4,581,639 1,254,812 4,410,688 FIRE PROTECTION 10-57-110 Salaries & Wages 1,418,793 1,657,393 404,521 1,723,506 10-57-111 Part Time Wages 16,783 219,403 63,043 63,043 13,639 10-57-110 Salaries & Wages 1,6783 219,403 63,043 727,718 10-57-110 Memberships, Books & Subscrptn 22,866 65,734 74,816 231,296 727,718 10-57-240 Office Supplies & Expense 1,590 1,620	10-55-350	Crime Scene Investigations	37,935	43,560	43,560	42,253
10-55-470 Community Education/Programs 199 600 .00 582 10-55-649 Lease Payments - Police 225,005 83,40 78,231 67,056 10-55-700 Small Equipment - Police 26,766 165,951 404 8,473 10-55-750 Capital Outlay - Police 72,773 57,700 .00 .00 FIRE PROTECTION Total POLICE SERVICES: 4,236,274 4,581,639 1,254,812 4,410,688 FIRE PROTECTION **** Overtime 23,567 138,369 404,521 1,723,506 10-57-111 Part Time Wages 167,783 219,403 63,043 205,254 10-57-112 Overtime 232,567 138,369 86,954 113,639 10-57-120 Employee Benefits 665,734 747,816 231,220 122,942 10-57-210 Memberships, Books & Subscrptn 2,846 3,210 2,294 2,842 10-57-230 Travel & Training 13,61 13,639 5,422 13,230	10-55-400	Weber/Morgan Strike Force	17,488	18,172	17,541	17,627
10-55-470 Community Education/Programs 199 600 0.00 582 10-55-649 Lease Payments - Police 225,005 8.940 78.23 .0.00 10-55-700 Small Equipment - Police 26,766 165,951 404 8.473 10-55-750 Capital Outlay - Police 72,773 57,700 .00 .00 FIRE PROTECTION Total POLICE SERVICES: 4,236,274 4,581,639 1,254,812 4,410,688 FIRE PROTECTION 10-57-111 Part Time Wages 1,418,793 1,657,393 404,521 1,723,506 10-57-112 Overtime 232,567 138,369 86,954 113,639 10-57-120 Employee Benefits 665,734 747,818 231,236 10-57-120 10-57-210 Memberships, Books & Subscrptn 2,846 3,210 2,294 2,842 10-57-230 Travel & Training 13,361 13,639 5,420 13,230 10-57-246 Special Department Supplies 11,966 15,148 3,0	10-55-450	K-9	396	2,120	.00	2,056
10-55-649 Lease Interest/Taxes 6,099 .00 987 .00 10-55-650 Lease Payments - Police 225,005 83,940 78,231 67,056 10-55-700 Small Equipment - Police 26,766 165,951 404 8,473 10-55-750 Capital Outlay - Police 72,777 57,700 .00 .00 Total POLICE SERVICES: 4,236,274 4,581,639 1,254,812 4,410,688 FIRE PROTECTION 10-57-110 Salaries & Wages 167,783 219,403 63,043 205,254 10-57-111 Part Time Wages 167,783 219,403 63,043 205,254 10-57-110 Denementis 665,734 747,816 231,296 722,718 10-57-210 Memberships, Books & Subscrptn 2,846 3,210 2,294 2,842 10-57-240 Office Supplies & Expense 1,590 1,620 219 2,056 10-57-245 Clothing Contract 36,150 24,377 2,248 23,646	10-55-470	Community Education/Programs	199		.00	
10-55-650		, ,				
10-55-700 Small Equipment - Police 26,766 165,951 404 8,473 10-55-750 Capital Outlay - Police 72,773 57,700 .0						
10-55-750		•	,	,		
PIRE PROTECTION		• •				
10-57-110 Salaries & Wages 1,418,793 1,657,393 404,521 1,723,506 10-57-111 Part Time Wages 167,783 219,403 63,043 205,254 10-57-112 Overtime 232,567 139,369 86,954 113,639 10-57-130 Employee Benefits 665,734 747,816 231,296 727,718 10-57-210 Memberships, Books & Subscrptn 2,846 3,210 2,294 2,842 10-57-230 Travel & Training 13,361 13,639 5,420 13,230 10-57-240 Office Supplies & Expense 1,590 1,620 219 2,056 10-57-245 Clothing Contract 36,150 24,377 2,248 23,646 10-57-246 Special Department Supplies 11,966 15,148 3,000 16,706 10-57-250 Vehicle Maintenance 76,826 40,000 23,234 38,800 10-57-255 Other Equipment Maintenance 8,123 8,356 3,146 9,959 10-57-280 Telephone/Inter	Total POLIC	CE SERVICES:	4,236,274	4,581,639	1,254,812	4,410,688
10-57-110 Salaries & Wages 1,418,793 1,657,393 404,521 1,723,506 10-57-111 Part Time Wages 167,783 219,403 63,043 205,254 10-57-112 Overtime 232,567 139,369 86,954 113,639 10-57-130 Employee Benefits 665,734 747,816 231,296 727,718 10-57-210 Memberships, Books & Subscrptn 2,846 3,210 2,294 2,842 10-57-230 Travel & Training 13,361 13,639 5,420 13,230 10-57-240 Office Supplies & Expense 1,590 1,620 219 2,056 10-57-245 Clothing Contract 36,150 24,377 2,248 23,646 10-57-246 Special Department Supplies 11,966 15,148 3,000 16,706 10-57-250 Vehicle Maintenance 76,826 40,000 23,234 38,800 10-57-255 Other Equipment Maintenance 8,123 8,356 3,146 9,959 10-57-280 Telephone/Inter	FIRE PROTECTION	ON				
10-57-111 Part Time Wages 167,783 219,403 63,043 205,254 10-57-112 Overtime 232,567 138,369 86,954 113,639 10-57-130 Employee Benefits 665,734 747,816 231,296 727,718 10-57-210 Memberships, Books & Subscrptn 2,846 3,210 2,294 2,842 10-57-240 Office Supplies & Expense 1,590 1,620 219 2,056 10-57-245 Clothing Contract 36,150 24,377 2,248 23,646 10-57-246 Special Department Supplies 11,966 15,148 3,000 16,706 10-57-250 Vehicle Maintenance 76,826 40,000 23,234 38,800 10-57-255 Other Equipment Maintenance 8,123 8,356 3,146 9,959 10-57-300 Gas 30,801 30,930 .00 30,002 10-57-310 Professional & Technical 11,650 12,934 4,626 12,546 10-57-400 Emergency Management Planning			1.418.793	1.657.393	404.521	1.723.506
10-57-112 Overtime 232,567 138,369 86,954 113,639 10-57-130 Employee Benefits 665,734 747,816 231,296 727,718 10-57-210 Memberships, Books & Subscrptn 2,846 3,210 2,294 2,842 10-57-240 Office Supplies & Expense 1,590 1,620 219 2,056 10-57-245 Clothing Contract 36,150 24,377 2,248 23,646 10-57-246 Special Department Supplies 11,966 15,148 3,000 16,706 10-57-250 Vehicle Maintenance 76,826 40,000 23,234 38,800 10-57-250 Other Equipment Maintenance 8,123 8,356 3,146 9,959 10-57-280 Telephone/Internet 11,147 9,845 2,385 9,550 10-57-300 Gas 30,801 30,930 .00 30,002 10-57-310 Professional & Technical 11,650 12,934 4,626 12,546 10-57-300 Emergency Management Planning	10-57-111	-				
10-57-130 Employee Benefits 665,734 747,816 231,296 727,718 10-57-210 Memberships, Books & Subscrptn 2,846 3,210 2,294 2,842 10-57-230 Travel & Training 13,361 13,639 5,420 13,230 10-57-240 Office Supplies & Expense 1,590 1,620 219 2,056 10-57-245 Clothing Contract 36,150 24,377 2,248 23,646 10-57-246 Special Department Supplies 11,966 15,148 3,000 16,706 10-57-250 Vehicle Maintenance 76,826 40,000 23,234 38,800 10-57-255 Other Equipment Maintenance 8,123 8,356 3,146 9,959 10-57-300 Gas 30,801 30,930 .00 30,002 10-57-310 Professional & Technical 11,650 12,934 4,626 12,546 10-57-330 Fire Prevention/ Community Edu 3,126 2,001 287 1,542 10-57-649 Lease Interest/Taxes <td>10-57-112</td> <td>· ·</td> <td></td> <td></td> <td></td> <td></td>	10-57-112	· ·				
10-57-210 Memberships, Books & Subscrptn 2,846 3,210 2,294 2,842 10-57-230 Travel & Training 13,361 13,639 5,420 13,230 10-57-240 Office Supplies & Expense 1,590 1,620 219 2,056 10-57-245 Clothing Contract 36,150 24,377 2,248 23,646 10-57-246 Special Department Supplies 11,966 15,148 3,000 16,706 10-57-250 Vehicle Maintenance 76,826 40,000 23,234 38,800 10-57-255 Other Equipment Maintenance 8,123 8,356 3,146 9,959 10-57-280 Telephone/Internet 11,147 9,845 2,385 9,550 10-57-300 Gas 30,801 30,930 .00 30,002 10-57-330 Fire Prevention/ Community Edu 3,126 2,001 287 1,542 10-57-649 Lease Interest/Taxes 12,935 7,695 .00 7,464 10-57-650 Lease Payments 53,98	10-57-130	Employee Benefits				
10-57-230 Travel & Training 13,361 13,639 5,420 13,230 10-57-240 Office Supplies & Expense 1,590 1,620 219 2,056 10-57-245 Clothing Contract 36,150 24,377 2,248 23,646 10-57-246 Special Department Supplies 11,966 15,148 3,000 16,706 10-57-250 Vehicle Maintenance 76,826 40,000 23,234 38,800 10-57-255 Other Equipment Maintenance 8,123 8,356 3,146 9,959 10-57-250 Telephone/Internet 11,147 9,845 2,385 9,550 10-57-280 Telephone/Internet 11,147 9,845 2,385 9,550 10-57-300 Gas 30,801 30,930 .00 30,002 10-57-310 Professional & Technical 11,650 12,934 4,626 12,546 10-57-300 Emergency Management Planning 5,314 2,259 468 2,191 10-57-649 Lease Interest/Taxes 12,		· ·				
10-57-240 Office Supplies & Expense 1,590 1,620 219 2,056 10-57-245 Clothing Contract 36,150 24,377 2,248 23,646 10-57-246 Special Department Supplies 11,966 15,148 3,000 16,706 10-57-250 Vehicle Maintenance 76,826 40,000 23,234 38,800 10-57-255 Other Equipment Maintenance 8,123 8,356 3,146 9,959 10-57-280 Telephone/Internet 11,147 9,845 2,385 9,550 10-57-300 Gas 30,801 30,930 .00 30,002 10-57-310 Professional & Technical 11,650 12,934 4,626 12,546 10-57-330 Fire Prevention/ Community Edu 3,126 2,001 287 1,542 10-57-400 Emergency Management Planning 5,314 2,259 468 2,191 10-57-649 Lease Interest/Taxes 12,935 7,695 .00 7,464 10-57-650 Lease Payments 5						
10-57-245 Clothing Contract 36,150 24,377 2,248 23,646 10-57-246 Special Department Supplies 11,966 15,148 3,000 16,706 10-57-250 Vehicle Maintenance 76,826 40,000 23,234 38,800 10-57-255 Other Equipment Maintenance 8,123 8,356 3,146 9,959 10-57-280 Telephone/Internet 11,147 9,845 2,385 9,550 10-57-300 Gas 30,801 30,930 .00 30,002 10-57-310 Professional & Technical 11,650 12,934 4,626 12,546 10-57-330 Fire Prevention/ Community Edu 3,126 2,001 287 1,542 10-57-400 Emergency Management Planning 5,314 2,259 468 2,191 10-57-649 Lease Interest/Taxes 12,935 7,695 .00 7,464 10-57-650 Lease Payments 53,980 141,590 10,500 137,342 10-57-700 Small Equipment 10,		-				
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10-57-250 Vehicle Maintenance 76,826 40,000 23,234 38,800 10-57-255 Other Equipment Maintenance 8,123 8,356 3,146 9,959 10-57-280 Telephone/Internet 11,147 9,845 2,385 9,550 10-57-300 Gas 30,801 30,930 .00 30,002 10-57-310 Professional & Technical 11,650 12,934 4,626 12,546 10-57-330 Fire Prevention/ Community Edu 3,126 2,001 287 1,542 10-57-400 Emergency Management Planning 5,314 2,259 468 2,191 10-57-649 Lease Interest/Taxes 12,935 7,695 .00 7,464 10-57-650 Lease Payments 53,980 141,590 10,500 137,342 10-57-790 Small Equipment 10,479 88,732 3,757 4,850 10-57-750 Capital Outlay 105,706 60,626 .00 1,924,453 INSPECTION SERVICES 2,880,875 3		· ·				
10-57-255 Other Equipment Maintenance 8,123 8,356 3,146 9,959 10-57-280 Telephone/Internet 11,147 9,845 2,385 9,550 10-57-300 Gas 30,801 30,930 .00 30,002 10-57-310 Professional & Technical 11,650 12,934 4,626 12,546 10-57-330 Fire Prevention/ Community Edu 3,126 2,001 287 1,542 10-57-400 Emergency Management Planning 5,314 2,259 468 2,191 10-57-649 Lease Interest/Taxes 12,935 7,695 .00 7,464 10-57-650 Lease Payments 53,980 141,590 10,500 137,342 10-57-690 PPE - Personal Protection Equp .00 29,795 4,234 25,220 10-57-700 Small Equipment 10,479 88,732 3,757 4,850 10-57-750 Capital Outlay 105,706 60,626 .00 1,924,453 INSPECTION SERVICES 10						
10-57-280 Telephone/Internet 11,147 9,845 2,385 9,550 10-57-300 Gas 30,801 30,930 .00 30,002 10-57-310 Professional & Technical 11,650 12,934 4,626 12,546 10-57-330 Fire Prevention/ Community Edu 3,126 2,001 287 1,542 10-57-400 Emergency Management Planning 5,314 2,259 468 2,191 10-57-649 Lease Interest/Taxes 12,935 7,695 .00 7,464 10-57-650 Lease Payments 53,980 141,590 10,500 137,342 10-57-690 PPE - Personal Protection Equp .00 29,795 4,234 25,220 10-57-700 Small Equipment 10,479 88,732 3,757 4,850 10-57-750 Capital Outlay 105,706 60,626 .00 1,924,453 INSPECTION SERVICES 10-58-110 Salaries and Wages 93,894 102,996 25,561 108,462 10-58						
10-57-300 Gas 30,801 30,930 .00 30,002 10-57-310 Professional & Technical 11,650 12,934 4,626 12,546 10-57-330 Fire Prevention/ Community Edu 3,126 2,001 287 1,542 10-57-400 Emergency Management Planning 5,314 2,259 468 2,191 10-57-649 Lease Interest/Taxes 12,935 7,695 .00 7,464 10-57-650 Lease Payments 53,980 141,590 10,500 137,342 10-57-690 PPE - Personal Protection Equp .00 29,795 4,234 25,220 10-57-700 Small Equipment 10,479 88,732 3,757 4,850 10-57-750 Capital Outlay 105,706 60,626 .00 1,924,453 INSPECTION SERVICES 10-58-110 Salaries and Wages 93,894 102,996 25,561 108,462 10-58-130 Employee Benefits 45,865 49,564 15,448 49,306 10-		• •				
10-57-310 Professional & Technical 11,650 12,934 4,626 12,546 10-57-330 Fire Prevention/ Community Edu 3,126 2,001 287 1,542 10-57-400 Emergency Management Planning 5,314 2,259 468 2,191 10-57-649 Lease Interest/Taxes 12,935 7,695 .00 7,464 10-57-650 Lease Payments 53,980 141,590 10,500 137,342 10-57-690 PPE - Personal Protection Equp .00 29,795 4,234 25,220 10-57-700 Small Equipment 10,479 88,732 3,757 4,850 10-57-750 Capital Outlay 105,706 60,626 .00 1,924,453 Total FIRE PROTECTION: 2,880,875 3,255,738 851,631 5,032,516 INSPECTION SERVICES 10-58-110 Salaries and Wages 93,894 102,996 25,561 108,462 10-58-130 Employee Benefits 45,865 49,564 15,448 49,306 <tr< td=""><td></td><td>•</td><td>*</td><td></td><td></td><td></td></tr<>		•	*			
10-57-330 Fire Prevention/ Community Edu 3,126 2,001 287 1,542 10-57-400 Emergency Management Planning 5,314 2,259 468 2,191 10-57-649 Lease Interest/Taxes 12,935 7,695 .00 7,464 10-57-650 Lease Payments 53,980 141,590 10,500 137,342 10-57-690 PPE - Personal Protection Equp .00 29,795 4,234 25,220 10-57-700 Small Equipment 10,479 88,732 3,757 4,850 10-57-750 Capital Outlay 105,706 60,626 .00 1,924,453 INSPECTION SERVICES INSPECTION SERVICES 10-58-110 Salaries and Wages 93,894 102,996 25,561 108,462 10-58-130 Employee Benefits 45,865 49,564 15,448 49,306 10-58-210 Books, Subscrip. & Memberships 2,073 689 .00 668 10-58-230 Travel & Training 1,963 2,270						
10-57-400 Emergency Management Planning 5,314 2,259 468 2,191 10-57-649 Lease Interest/Taxes 12,935 7,695 .00 7,464 10-57-650 Lease Payments 53,980 141,590 10,500 137,342 10-57-690 PPE - Personal Protection Equp .00 29,795 4,234 25,220 10-57-700 Small Equipment 10,479 88,732 3,757 4,850 10-57-750 Capital Outlay 105,706 60,626 .00 1,924,453 Total FIRE PROTECTION: 2,880,875 3,255,738 851,631 5,032,516 INSPECTION SERVICES 10-58-110 Salaries and Wages 93,894 102,996 25,561 108,462 10-58-130 Employee Benefits 45,865 49,564 15,448 49,306 10-58-210 Books, Subscrip. & Memberships 2,073 689 .00 668 10-58-230 Travel & Training 1,963 2,270 .00 2,202 10						
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10-57-650 Lease Payments 53,980 141,590 10,500 137,342 10-57-690 PPE - Personal Protection Equp .00 29,795 4,234 25,220 10-57-700 Small Equipment 10,479 88,732 3,757 4,850 10-57-750 Capital Outlay 105,706 60,626 .00 1,924,453 Total FIRE PROTECTION: 2,880,875 3,255,738 851,631 5,032,516 INSPECTION SERVICES 10-58-110 Salaries and Wages 93,894 102,996 25,561 108,462 10-58-130 Employee Benefits 45,865 49,564 15,448 49,306 10-58-210 Books, Subscrip. & Memberships 2,073 689 .00 668 10-58-230 Travel & Training 1,963 2,270 .00 2,202 10-58-240 SUPPLIES 317 530 .00 514 10-58-245 Clothing Allowance 588 319 .00 309			,			
10-57-690 PPE - Personal Protection Equp .00 29,795 4,234 25,220 10-57-700 Small Equipment 10,479 88,732 3,757 4,850 10-57-750 Capital Outlay 105,706 60,626 .00 1,924,453 Total FIRE PROTECTION: 2,880,875 3,255,738 851,631 5,032,516 INSPECTION SERVICES 10-58-110 Salaries and Wages 93,894 102,996 25,561 108,462 10-58-130 Employee Benefits 45,865 49,564 15,448 49,306 10-58-210 Books, Subscrip. & Memberships 2,073 689 .00 668 10-58-230 Travel & Training 1,963 2,270 .00 2,202 10-58-240 SUPPLIES 317 530 .00 514 10-58-245 Clothing Allowance 588 319 .00 309						
10-57-700 Small Equipment 10,479 88,732 3,757 4,850 10-57-750 Capital Outlay 105,706 60,626 .00 1,924,453 INSPECTION SERVICES 10-58-110 Salaries and Wages 93,894 102,996 25,561 108,462 10-58-130 Employee Benefits 45,865 49,564 15,448 49,306 10-58-210 Books, Subscrip. & Memberships 2,073 689 .00 668 10-58-230 Travel & Training 1,963 2,270 .00 2,202 10-58-240 SUPPLIES 317 530 .00 514 10-58-245 Clothing Allowance 588 319 .00 309		<u>-</u>				
10-57-750 Capital Outlay 105,706 60,626 .00 1,924,453 Total FIRE PROTECTION: 2,880,875 3,255,738 851,631 5,032,516 INSPECTION SERVICES 10-58-110 Salaries and Wages 93,894 102,996 25,561 108,462 10-58-130 Employee Benefits 45,865 49,564 15,448 49,306 10-58-210 Books, Subscrip. & Memberships 2,073 689 .00 668 10-58-230 Travel & Training 1,963 2,270 .00 2,202 10-58-240 SUPPLIES 317 530 .00 514 10-58-245 Clothing Allowance 588 319 .00 309						
Total FIRE PROTECTION: 2,880,875 3,255,738 851,631 5,032,516						
INSPECTION SERVICES	10-07-700	Suprial Sullay				1,024,400
10-58-110 Salaries and Wages 93,894 102,996 25,561 108,462 10-58-130 Employee Benefits 45,865 49,564 15,448 49,306 10-58-210 Books, Subscrip. & Memberships 2,073 689 .00 668 10-58-230 Travel & Training 1,963 2,270 .00 2,202 10-58-240 SUPPLIES 317 530 .00 514 10-58-245 Clothing Allowance 588 319 .00 309	Total FIRE	PROTECTION:	2,880,875	3,255,738	851,631	5,032,516
10-58-130 Employee Benefits 45,865 49,564 15,448 49,306 10-58-210 Books, Subscrip. & Memberships 2,073 689 .00 668 10-58-230 Travel & Training 1,963 2,270 .00 2,202 10-58-240 SUPPLIES 317 530 .00 514 10-58-245 Clothing Allowance 588 319 .00 309	INSPECTION SE	RVICES				
10-58-210 Books, Subscrip. & Memberships 2,073 689 .00 668 10-58-230 Travel & Training 1,963 2,270 .00 2,202 10-58-240 SUPPLIES 317 530 .00 514 10-58-245 Clothing Allowance 588 319 .00 309	10-58-110	Salaries and Wages	93,894	102,996	25,561	108,462
10-58-230 Travel & Training 1,963 2,270 .00 2,202 10-58-240 SUPPLIES 317 530 .00 514 10-58-245 Clothing Allowance 588 319 .00 309	10-58-130	Employee Benefits	45,865	49,564	15,448	49,306
10-58-240 SUPPLIES 317 530 .00 514 10-58-245 Clothing Allowance 588 319 .00 309	10-58-210	Books, Subscrip. & Memberships	2,073	689	.00	668
10-58-245 Clothing Allowance 588 319 .00 309	10-58-230	Travel & Training	1,963	2,270	.00	2,202
10-58-245 Clothing Allowance 588 319 .00 309	10-58-240	SUPPLIES			.00	
		Clothing Allowance	588	319	.00	309
		-				

		2022-23	2023-24	2023-24	2024-25
Account Number	Account Title	Prior year Actual	Current year Budget	Current year Actual	Future year Budget
7 toobant 14ambor	- Addant Hild				
10-58-280	CELLULAR PHONE	550	600	200	582
10-58-300	Gas	1,408	2,202	.00	2,136
10-58-315	PROFESSIONAL & TECHNICAL	27,082	24,006	2,700	23,286
10-58-649	Lease Interest/Taxes	59	.00	.00	
10-58-650	Lease Payments	6,507	6,000	3,500	.00
10-58-750	CAPITAL OUTLAY		.00	.00	
Total INSPE	CTION SERVICES:	182,443	189,706	47,409	187,979
STREETS					
10-60-110	Salaries and Wages	266,252	309,599	76,745	326,229
10-60-112	Overtime	1,956	6,195	1,558	6,381
10-60-130	Employee Benefits	98,860	124,855	39,373	125,373
10-60-210	Books, Subscrip. Memberships	1,296	1,590	86	1,542
10-60-230	Travel & Training	2,087	5,000	521	4,850
10-60-240	Office Supplies & Expense	901	1,060	.00	1,028
10-60-245	Clothing/Uniform/Equip. Allow.	1,721	3,000	240	2,910
10-60-248	Vehicle Maintenance	27,560	26,497	7,959	25,702
10-60-260	Building & Grounds Maintenance	5,962	10,599	202	10,281
10-60-270	Utilities	47,752	46,000	5,996	44,620
10-60-280	Telephone	2,923	4,190	384	4,064
10-60-300	Gas	31,404	23,028	.00	22,337
10-60-310	Professional	16,931	16,624	4,855	16,125
10-60-325	GIS - Service & Equipment	.00	6,000	.00	5,820
10-60-329	Computer Repairs	.00	530	.00	514
10-60-400	Class C Maintenance	161,289	100,000	8,616	97,000
10-60-480	Special Department Supplies	14,646	23,317	4,173	22,617
10-60-600	Siemens Streetlight Lease	11,844	.00	.00	
10-60-649	Lease Interest/Taxes	17,185	.00	4,660	
10-60-650	Lease Payments	494,326	20,000	93,805	
10-60-700	Small Equipment	1,646	7,419	.00	7,196
10-60-725	Sidewalk Replacements	7,916	50,000	1,841	48,500
10-60-730	Street Light Maintenance	9,390	26,784	5,016	25,980
10-60-750	Capital Outlay	127,721	7,600	.00	
Total STREI	ETS:	1,351,567	819,887	256,030	799,069
PARKS					
10-70-110	Salaries and Wages	320,465	376,541	91,165	397,226
10-70-112	Overtime	7,306	6,145	3,223	6,330
10-70-120	Temporary - Parks	8,164	7,884	3,743	8,121
10-70-130	Employee Benefits	189,893	217,062	68,937	215,103
10-70-210	Books, Subscriptions & Mbrshps	770	1,272	15	1,234
10-70-230	Travel & Training	3,940	6,100	.00	5,917
10-70-240	Special Dept. Supplies - Parks	40,804	49,000	4,816	47,530
10-70-244	Office Supplies Expense	20	1,060	.00	1,028_
10-70-245	Clothing/Uniform/Equip. Allow.	3,364	5,500	.00	5,335
10-70-248	Vehicle Maintenance	12,006	12,718	7,813	12,336
10-70-260	Building Maintenance	2,669	14,000	313	13,580_
10-70-270	Utilities	71,473	67,226	56,758	65,209
10-70-275	Off Leash Dog Area	1,138	2,300	.00	2,231
10-70-280	Telephone/Internet	5,894	8,759	1,659	8,496
10-70-300	Gas	15,423	17,118	.00	16,604
10-70-310	Proffesional & Technical	17,617	11,659	1,910	11,309
10-70-320	Urban Forestry Commssion	189	250	.00	243_
10-70-450	RAMP Grant Projects	.00	17,541	.00	17,716

Account Number			2022-23	2023-24	2023-24	2024-25	
10-70-550 Burch Creek Park Constr 1,020 0.00 0.00 10-70-551 Club Heights lights (AT&T) 193,287 0.00 0.00 0.00 10-70-552 Constrot Mgmt - Club Heights 1,381 0.00 0.00 0.00 10-70-552 Club Heights Park Constr 138,307 0.00 0.00 10-70-600 Secondary Water Fees 31,819 33,848 0.00 32,639 10-70-600 Secondary Water Fees 31,819 33,848 0.00 32,639 10-70-6450 Lease Interest/Taxes 6,837 0.00 0.00 10-70-649 Lease Interest/Taxes 6,837 7.000 6,120 0.00 10-70-700 Small Equipment 2,006 28,299 0.00 27,450 10-70-700 Small Equipment 2,006 28,299 0.00 27,450 10-70-705 Total PARKS: 17,658,872 1,068,789 364,606 1,092,692 10-70-755 Total PARKS: 1,365,872 1,068,789 364,606 1,092,692 10-71-125 Temporary - Recreation 88,960 38,236 10,599 39,383 10-71-125 Temporary - Recreation 88,960 38,236 10,599 39,383 10-71-125 Temporary - Recreation 88,960 38,236 10,599 39,383 10-71-120 Books, Subscriptions & Mbrahps 475 1,100 5,100 1,007 10-71-225 Concession Expenses 0.00 0.00 509 0.00 10-71-220 Travel & Training 2,070 2,120 0.00 2,056 10-71-240 Office Supplies Expenses 2,99 1,272 0.00 1,234 10-71-242 Special Dept Supplies 2,769 9,539 9,995 9,253 10-71-240 Comp League Expenses 18,683 7,308 375 7,089 10-71-240 Graph Expenses 1,086 7,083 30 5,000 1,002 10-71-250 Gym Facility Utilities/Opertns 1,087 0.059 0.00 1,028 10-71-260 Gym Facility Utilities/Opertns 1,087 0.00 0.00 1,028 10-71-260 Grapher Repeals 0.00 5,390 0.00 1,008 10-71-350 Grapher Repeals 0.00 5,390 0.00 1,008 10-71-350 Grapher Repeals 0.00 5,390 0.00 1,008 10-71-350 Grapher Repeals 0.00 1,008 0.00 1,008 0.00 1,008 0.00 1,008 0.00 1,008 0.00 1,008 0.00 0.00 1,008 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00			-	Current year	•	Future year	
10-70-551 Club Heights lights (AT&T)	Account Number	Account Title	Actual	Budget	Actual	Budget	
0-70-551 Club Heights lights (ATRT) 193.287 .00 .	10-70-550	Burch Creek Park Constr	1.020	.00	.00	.00	
10-70-5552 Constrict Mgmt - Club Heights 1.381 .00		Club Heights lights (AT&T)	•				
10-70-6553		5 5 , ,					
10-70-600 Secondary Water Fees 31,819 33,648 .00		•					
10-70-649		•	,				
10-70-650		•		*			
10-70-700 Small Equipment 2,006 28,299 .00 27.450 10-70-750 Capital Outlay- Parks 107.055 177.716 118,136 197.055 Total PARKS: 1,365,872 1,068,798 364,606 1,092,692 RECREATION							
10-70-750		•			,		
Total PARKS:		• •					
### RECREATION 10-71-110 Salaries & Wages	10-70-750	Capital Outlay- Parks	107,055			197,055_	
10-71-110	Total PARKS	S:	1,365,872	1,068,798	364,606	1,092,692	
10-71-125 Temporary - Recreation 88,960 38,236 10,599 39,383 10-71-130 Employee Benefits 48,746 49,544 15,438 49,009 10-71-210 Books, Subscriptions & Mbrshps 475 1,100 5,100 1,067 10-71-225 Concession Expenses .00 .00 .00 .00 10-71-230 Travel & Training 2,070 2,120 .00 2,056 10-71-241 Comp League Expenses 299 1,272 .00 1,234 10-71-241 Comp League Expenses 18,663 7,308 375 7,089 10-71-242 Special Dept. Supplies 2,769 9,539 9,995 9,253 10-71-243 Vehicle Maintenance 30 1,060 .00 1,028 10-71-250 Gym Facility Utilities/Opertns 10,887 6,783 .00 6,580 10-71-250 Telephone/Internet 1,086 2,000 172 1,940 10-71-300 Gas 470 1,060 .00 1,028 10-71-300 Gas 470 1,060 .00 1,028 10-71-310 Professional & Technical 8,299 9,539 2,837 9,253 10-71-329 Computer Repairs .00 530 .00 .514 10-71-350 Officials Fees 26,334 30,160 4,490 29,255 10-71-650 Lease Payments 7,034 .00 7,137 .00 10-71-650 Lease Payments 7,034 .00 7,137 .00 10-71-700 Small Equipment 349 2,650 .00 2,571 Total RECREATION: 322,715 295,251 86,303 302,803 TRANSFERS 10-80-80 Unreserved - Fund Balance .00 131,255 .00 1,399,451 10-80-160 Reserve for Fund Balance .00 176,054 .00 466,478 10-80-230 Trans to Capital Improv Fund .00 .00 .00 .1,600,000 10-80-230 Trans to CPF Class 'C' 592,423 651,075 162,769 706,663 10-80-250 Transfer to Debt Service Fund 1,047,707 1,050,707 262,685 861,707 10-80-250 Transfer to Debt Service Fund 1,047,707 1,050,707 262,685 861,707 10-80-250 Transfer to Debt Service Fund 1,047,707 1,050,707 262,685 861,707 10-80-250 Transfer to Debt Service Fund 1,047,707 1,050,707 262,685 861,707 10-80-250 Transfer to Debt Service Fund 1,047,707 1,050,707 262,685 861	RECREATION						
10-71-130	10-71-110	Salaries & Wages	106,645	132,350	29,226	140,943	
10-71-210 Books, Subscriptions & Mbrshps	10-71-125	Temporary - Recreation	88,960	38,236	10,599	39,383	
10-71-225	10-71-130	Employee Benefits	48,746	49,544	15,438	49,609	
10-71-230	10-71-210	Books, Subscriptions & Mbrshps	475	1,100	5,100	1,067	
10-71-240 Office Supplies Expense 299 1,272 .00 1,234 10-71-241 Comp League Expenses 18,663 7,308 375 7,089 10-71-242 Special Dept. Supplies 2,769 9,539 9,995 9,253 10-71-248 Vehicle Maintenance 30 1,060 .00 1,028 10-71-250 Gym Facility Utilities/Opertns 10,897 6,783 .00 6,580 10-71-280 Telephone/Internet 1,086 2,000 172 1,940 10-71-300 Gas 470- 1,060 .00 1,028 10-71-310 Professional & Technical 8,299 9,539 2,837 9,253 10-71-329 Computer Repairs .00 530 .00 .514 10-71-320 Computer Repairs .00 530 .00 .514 10-71-350 Officials Fees 26,334 30,160 4,490 29,255 10-71-649 Lease Interest/Taxes .529 .00 426 .00 10-71-650 Lease Payments .7,034 .00 .7,137 .00 10-71-700 Small Equipment .349 2,650 .00 .2,571 Total RECREATION: .322,715 .295,251 .86,303 .302,803 TRANSFERS .00 .176,054 .00 .00 .00 10-80-100 Trans Utility F/F to CPF .444,360 .455,073 .113,766 .453,366 10-80-100 Trans Utility F/F to CPF .192,100 .00 .17,182 .00 10-80-230 Trans to Capital Improv Fund .00 .00 .00 .1500,000 10-80-230 Trans to CPF - Class 'C' .592,423 .651,075 .62,766 .861,707 10-80-250 Transfer to Debt Service Fund .68,000 .50,000 .18,000 .50,000 10-80-250 Transfer to Debt Service Fund .68,000 .50,000 .80,000 .50,000 10-80-250 Transfer to Debt Service Fund .68,000 .50,000 .80,000 .50,000 10-80-250 Transfer CDRA Sales Tax .11,026 .11,000 .691 .12,000 Total TRANSFERS: .2,355,616 .2,525,164 .575,093 .5,449,655 .50,000 .50	10-71-225	Concession Expenses	.00	.00	509	.00	
10-71-241 Comp League Expenses 18,663 7,308 375 7,089 10-71-242 Special Dept. Supplies 2,769 9,539 9,995 9,253 10-71-248 Vehicle Maintenance 30 1,060 .00 1,028 10-71-250 Gym Facility Utilities/Opertns 10,897 6,783 .00 6,580 10-71-280 Telephone/Internet 1,086 2,000 172 1,940 10-71-300 Gas 470 1,060 .00 1,028 10-71-300 Gas 470 .1060 .00 .00 514 10-71-310 Professional & Technical 8,299 9,539 2,837 9,253 10-71-329 Computer Repairs .00 530 .00 514 10-71-350 Officials Fees 26,334 30,160 4,490 29,255 10-71-649 Lease Interest/Taxes 529 .00 426 .00 10-71-700 Small Equipment 349 2,650 .00 2,571 Total RECREATION: 322,715 295,251 86,303 302,803	10-71-230	Travel & Training	2,070	2,120	.00	2,056	
10-71-242 Special Dept. Supplies 2,769 9,539 9,995 3,253 10-71-248 Vehicle Maintenance 30 1,060 .00 1,028 10-71-280 Gym Facility Utilities/Opertns 10,897 6,783 .00 6,580 10-71-280 Telephone/Internet 1,086 2,000 172 1,940 10-71-300 Gas 470- 1,060 .00 1,028 10-71-310 Professional & Technical 8,299 9,539 2,837 9,253 10-71-329 Computer Repairs .00 530 .00 .514 10-71-329 Computer Repairs .00 .530 .00 .514 10-71-350 Officials Fees 26,334 30,160 4,490 29,255 10-71-649 Lease Interest/Taxes .529 .00 .426 .00 10-71-650 Lease Payments .7,034 .00 .7,137 .00 10-71-700 Small Equipment .349 .2,650 .00 .2,571 Total RECREATION: .322,715 .295,251 .86,303 .302,803 TRANSFERS .00 .176,054 .00 .466,478 10-80-170 Transfer Prop 1 to CPF .444,360 .455,073 .113,766 .453,356 10-80-190 Trans Utility F/F to CPF .192,100 .00 .17,182 .00 10-80-235 Trans to Capital Improv Fund .00 .00 .00 .00 .1500,000 10-80-235 Trans to CPF - Class 'C' .592,423 .651,075 .162,769 .706,663 10-80-250 Transfer Debt Service Fund .1,047,707 .1,050,707 .262,685 .861,707 10-80-275 Trinf to South Ogden Days Fund .68,000 .50,000 .18,000 .50,000 10-80-330 Transfer CDRA Sales Tax .11,026 .11,000 .691 .12,000 Total TRANSFERS: .2,355,616 .2,525,164 .575,093 .5,449,655 Total Expenditure: .15,622,616 .16,435,429 .4,252,571 .20,921,186 GENERAL FUND Revenue Total: .15,622,616 .16,435,429 .4,252,571 .20,921,186	10-71-240	Office Supplies Expense	299	1,272	.00	1,234	
10-71-242 Special Dept. Supplies 2,769 9,539 9,995 9,253 10-71-248 Vehicle Maintenance 30 1,060 .00 1,028 10-71-280 Telephone/Internet 1,086 2,000 172 1,940 10-71-300 Gas 470- 1,060 .00 1,028 10-71-310 Professional & Technical 8,299 9,539 2,837 9,253 10-71-310 Professional & Technical 8,299 9,539 2,837 9,253 10-71-329 Computer Repairs .00 530 .00 514 10-71-350 Officials Fees 26,334 30,160 4,490 29,255 10-71-649 Lease Interest/Taxes 529 .00 426 .00 10-71-650 Lease Payments 7,034 .00 7,137 .00 10-71-700 Small Equipment 349 2,650 .00 2,571 Total RECREATION: 322,715 295,251 86,303 302,803 30	10-71-241	Comp League Expenses	18,663	7,308	375	7,089	
10-71-248 Vehicle Maintenance 30 1,060 .00 1,028 10-71-250 Gym Facility Utilities/Opertns 10,897 6,783 .00 6,580 10-71-280 Telephone/Internet 1,086 2,000 172 1,940 10-71-300 Gas 470- 1,060 .00 1,028 10-71-310 Professional & Technical 8,299 9,539 2,837 9,253 10-71-329 Computer Repairs .00 530 .00 514 10-71-350 Officials Fees 26,334 30,160 4,490 29,255 10-71-649 Lease Interest/Taxes 529 .00 426 .00 10-71-650 Lease Payments 7,034 .00 7,137 .00 10-71-700 Small Equipment 322,715 295,251 86,303 302,803 Trans to CPT 444,360 455,073 113,766 466,478 10-80-80 Unreserved - Fund Balance .00 176,054 .00 466,478	10-71-242		2,769	9,539	9,995	9,253	
10-71-250 Gym Facility Utilities/Opertns 10,897 6,783 .00 6,580 10-71-280 Telephone/Internet 1,086 2,000 172 1,940 10-71-300 Gas 470- 1,060 .00 1,028 10-71-301 Professional & Technical 8,299 9,539 2,837 9,253 10-71-329 Computer Repairs .00 .530 .00 .514 10-71-350 Officials Fees .26,334 .30,160 .4,490 .29,255 10-71-649 Lease Interest/Taxes .529 .00 .426 .00 10-71-650 Lease Payments .7,034 .00 .7,137 .00 10-71-700 Small Equipment .349 .2,650 .00 .2,571 Total RECREATION: .322,715 .295,251 .86,303 .302,803 TRANSFERS .00 .131,255 .00 .1,399,451 10-80-080 Unreserved - Fund Balance .00 .176,054 .00 .466,478 10-80-170 Transfer Prop 1 to CPF .444,360 .455,073 .113,766 .453,356 10-80-190 Trans Utility F/F to CPF .192,100 .00 .00 .17,182 .00 10-80-230 Trans to Capital Improv Fund .00 .00 .00 .00 10-80-235 Trans to Cepital Improv Fund .00 .00 .00 .00 10-80-250 Transfer to Debt Service Fund .1,047,707 .1,050,707 .262,685 .861,707 10-80-250 Transfer to Debt Service Fund .1,047,707 .1,050,707 .262,685 .861,707 10-80-330 Transfer CDRA Sales Tax .11,026 .11,000 .691 .12,000 Total TRANSFERS: .2,355,616 .2,525,164 .575,093 .5,449,655 Total TRANSFERS: .2,355,616 .2,525,164 .575,093 .5,449,655 GENERAL FUND Revenue Total: .15,622,616 .16,435,429 .4,252,571 .20,921,186 GENERAL FUND Revenue Total: .15,622,616 .16,435,429 .4,252,571 .20,921,186	10-71-248		30		.00		
10-71-280 Telephone/Internet 1,086 2,000 172 1,940 10-71-300 Gas 470 1,060 0.0 1,028 10-71-310 Professional & Technical 8,299 9,539 2,837 9,253 10-71-329 Computer Repairs 0.0 530 0.0 514 10-71-329 Computer Repairs 0.0 530 0.0 514 10-71-350 Officials Fees 26,334 30,160 4,490 29,255 10-71-649 Lease Interest/Taxes 529 0.0 426 0.0 10-71-650 Lease Payments 7,034 0.0 7,137 0.0 10-71-700 Small Equipment 349 2,650 0.0 2,571			10.897		.00		
10-71-300 Gas		, ,	,				
10-71-310 Professional & Technical 8,299 9,539 2,837 9,253 10-71-329 Computer Repairs .00 .530 .00 .514 10-71-350 Officials Fees .26,334 .30,160 .4,490 .29,255 10-71-649 Lease Interest/Taxes .529 .00 .426 .00 .00 .10-71-700 Lease Payments .7,034 .00 .7,137 .00 .10-71-700 Small Equipment .349 .2,650 .00 .2,571 .00 .2,571 .00 .00 .2,571 .00 .00 .2,571 .00 .00 .2,571 .00 .00 .2,571 .00		•					
10-71-329				,			
10-71-350 Officials Fees 26,334 30,160 4,490 29,255 10-71-649 Lease Interest/Taxes 529 .00 426 .00 10-71-650 Lease Payments 7,034 .00 7,137 .00 10-71-700 Small Equipment 349 2,650 .00 2,571			•		,		
10-71-649		·					
10-71-650			,		,		
10-71-700 Small Equipment 349 2,650 .00 2,571 TOTAL RECREATION: 322,715 295,251 86,303 302,803 TRANSFERS 10-80-080 Unreserved - Fund Balance .00 131,255 .00 1,399,451 10-80-160 Reserve for Fund Balance .00 176,054 .00 466,478 10-80-170 Transfer Prop 1 to CPF 444,360 455,073 113,766 453,356 10-80-190 Trans to Capital Improv Fund .00 .00 17,182 .00 10-80-230 Trans to CPF - Class 'C' 592,423 651,075 162,769 706,663 10-80-235 Trans to CPF - Class 'C' 592,423 651,075 162,769 706,663 10-80-250 Transfer to Debt Service Fund 1,047,707 1,050,707 262,685 861,707 10-80-275 Trinf to South Ogden Days Fund 68,000 50,000 18,000 50,000 10-80-330 Transfer CDRA Sales Tax 11,026 11,000 691 12,00							
TRANSFERS 322,715 295,251 86,303 302,803 TRANSFERS 10-80-080 Unreserved - Fund Balance .00 131,255 .00 1,399,451 10-80-160 Reserve for Fund Balance .00 176,054 .00 466,478 10-80-170 Transfer Prop 1 to CPF 444,360 455,073 113,766 453,356 10-80-190 Trans to Cipt 192,100 .00 17,182 .00 10-80-230 Trans to Capital Improv Fund .00 .00 .00 1,500,000 10-80-235 Trans to CPF - Class 'C' 592,423 651,075 162,769 706,663 10-80-250 Transfer to Debt Service Fund 1,047,707 1,050,707 262,685 861,707 10-80-275 Trnfr to South Ogden Days Fund 68,000 50,000 18,000 50,000 10-80-330 Transfer CDRA Sales Tax 11,026 11,000 691 12,000 Total TRANSFERS: 2,355,616 2,525,164 575,093 5,449,655 <td colspan<="" td=""><td></td><td>•</td><td></td><td></td><td></td><td></td></td>	<td></td> <td>•</td> <td></td> <td></td> <td></td> <td></td>		•				
TRANSFERS 10-80-080 Unreserved - Fund Balance .00 131,255 .00 1,399,451 10-80-160 Reserve for Fund Balance .00 176,054 .00 466,478 10-80-170 Transfer Prop 1 to CPF 444,360 455,073 113,766 453,356 10-80-190 Trans Utility F/F to CPF 192,100 .00 17,182 .00 10-80-230 Trans to Capital Improv Fund .00 .00 .00 1,500,000 10-80-235 Trans to CPF - Class 'C' 592,423 651,075 162,769 706,663 10-80-250 Transfer to Debt Service Fund 1,047,707 1,050,707 262,685 861,707 10-80-275 Trnfr to South Ogden Days Fund 68,000 50,000 18,000 50,000 10-80-330 Transfer CDRA Sales Tax 11,026 11,000 691 12,000 Total TRANSFERS: 2,355,616 2,525,164 575,093 5,449,655 GENERAL FUND Revenue Total: 16,816,000 16,435,429 4,252,571	10-7 1-700	опан Ечиртен					
10-80-080 Unreserved - Fund Balance .00 131,255 .00 1,399,451 10-80-160 Reserve for Fund Balance .00 176,054 .00 466,478 10-80-170 Transfer Prop 1 to CPF 444,360 455,073 113,766 453,356 10-80-190 Trans Utility F/F to CPF 192,100 .00 .00 17,182 .00 10-80-230 Trans to Capital Improv Fund .00 .00 .00 .00 1,500,000 10-80-235 Trans to CPF - Class 'C' 592,423 651,075 162,769 706,663 10-80-250 Transfer to Debt Service Fund 1,047,707 1,050,707 262,685 861,707 10-80-275 Trinfr to South Ogden Days Fund 68,000 50,000 18,000 50,000 10-80-330 Transfer CDRA Sales Tax 11,026 11,000 691 12,000 Total TRANSFERS: 2,355,616 2,525,164 575,093 5,449,655 GENERAL FUND Revenue Total: 16,816,000 16,435,429 3,400,294 20,9	Total RECR	EATION:	322,715	295,251	86,303	302,803	
10-80-160 Reserve for Fund Balance .00 176,054 .00 466,478 10-80-170 Transfer Prop 1 to CPF 444,360 455,073 113,766 453,356 10-80-190 Trans Utility F/F to CPF 192,100 .00 17,182 .00 10-80-230 Trans to Capital Improv Fund .00 .00 .00 1,500,000 10-80-235 Trans to CPF - Class 'C' 592,423 651,075 162,769 706,663 10-80-250 Transfer to Debt Service Fund 1,047,707 1,050,707 262,685 861,707 10-80-275 Trnfr to South Ogden Days Fund 68,000 50,000 18,000 50,000 10-80-330 Transfer CDRA Sales Tax 11,026 11,000 691 12,000 Total TRANSFERS: 2,355,616 2,525,164 575,093 5,449,655 Total Expenditure: 15,622,616 16,435,429 4,252,571 20,921,186 GENERAL FUND Revenue Total: 15,622,616 16,435,429 4,252,571 20,921,186							
10-80-170 Transfer Prop 1 to CPF 444,360 455,073 113,766 453,356 10-80-190 Trans Utility F/F to CPF 192,100 .00 17,182 .00 10-80-230 Trans to Capital Improv Fund .00 .00 .00 1,500,000 10-80-235 Trans to CPF - Class 'C' 592,423 651,075 162,769 706,663 10-80-250 Transfer to Debt Service Fund 1,047,707 1,050,707 262,685 861,707 10-80-275 Trnfr to South Ogden Days Fund 68,000 50,000 18,000 50,000 10-80-330 Transfer CDRA Sales Tax 11,026 11,000 691 12,000 Total TRANSFERS: 2,355,616 2,525,164 575,093 5,449,655 Total Expenditure: 15,622,616 16,435,429 4,252,571 20,921,186 GENERAL FUND Revenue Total: 15,622,616 16,435,429 4,252,571 20,921,186		•		•			
10-80-190 Trans Utility F/F to CPF 192,100 .00 17,182 .00 10-80-230 Trans to Capital Improv Fund .00 .00 .00 1,500,000 10-80-235 Trans to CPF - Class 'C' 592,423 651,075 162,769 706,663 10-80-250 Transfer to Debt Service Fund 1,047,707 1,050,707 262,685 861,707 10-80-275 Trnfr to South Ogden Days Fund 68,000 50,000 18,000 50,000 10-80-330 Transfer CDRA Sales Tax 11,026 11,000 691 12,000 Total TRANSFERS: 2,355,616 2,525,164 575,093 5,449,655 Total Expenditure: 15,622,616 16,435,429 4,252,571 20,921,186 GENERAL FUND Revenue Total: 15,622,616 16,435,429 4,252,571 20,921,186	10-80-160	Reserve for Fund Balance	.00	176,054	.00		
10-80-230 Trans to Capital Improv Fund .00 .00 .00 1,500,000 10-80-235 Trans to CPF - Class 'C' 592,423 651,075 162,769 706,663 10-80-250 Transfer to Debt Service Fund 1,047,707 1,050,707 262,685 861,707 10-80-275 Trnfr to South Ogden Days Fund 68,000 50,000 18,000 50,000 10-80-330 Transfer CDRA Sales Tax 11,026 11,000 691 12,000 Total TRANSFERS: 2,355,616 2,525,164 575,093 5,449,655 Total Expenditure: 15,622,616 16,435,429 4,252,571 20,921,186 GENERAL FUND Revenue Total: 16,816,000 16,435,429 4,252,571 20,921,186 GENERAL FUND Expenditure Total: 15,622,616 16,435,429 4,252,571 20,921,186	10-80-170	Transfer Prop 1 to CPF	444,360	455,073	113,766	453,356	
10-80-235 Trans to CPF - Class 'C' 592,423 651,075 162,769 706,663 10-80-250 Transfer to Debt Service Fund 1,047,707 1,050,707 262,685 861,707 10-80-275 Trnfr to South Ogden Days Fund 68,000 50,000 18,000 50,000 10-80-330 Transfer CDRA Sales Tax 11,026 11,000 691 12,000 Total TRANSFERS: 2,355,616 2,525,164 575,093 5,449,655 Total Expenditure: 15,622,616 16,435,429 4,252,571 20,921,186 GENERAL FUND Revenue Total: 16,816,000 16,435,429 3,400,294 20,921,186 GENERAL FUND Expenditure Total: 15,622,616 16,435,429 4,252,571 20,921,186	10-80-190		192,100	.00	17,182	.00	
10-80-250 Transfer to Debt Service Fund 1,047,707 1,050,707 262,685 861,707 10-80-275 Trnfr to South Ogden Days Fund 68,000 50,000 18,000 50,000 10-80-330 Transfer CDRA Sales Tax 11,026 11,000 691 12,000 Total TRANSFERS: 2,355,616 2,525,164 575,093 5,449,655 Total Expenditure: 15,622,616 16,435,429 4,252,571 20,921,186 GENERAL FUND Revenue Total: 16,816,000 16,435,429 3,400,294 20,921,186 GENERAL FUND Expenditure Total: 15,622,616 16,435,429 4,252,571 20,921,186	10-80-230	Trans to Capital Improv Fund	.00	.00	.00	1,500,000	
10-80-275 Trnfr to South Ogden Days Fund 68,000 50,000 18,000 50,000 10-80-330 Transfer CDRA Sales Tax 11,026 11,000 691 12,000 Total TRANSFERS: 2,355,616 2,525,164 575,093 5,449,655 Total Expenditure: 15,622,616 16,435,429 4,252,571 20,921,186 GENERAL FUND Revenue Total: 16,816,000 16,435,429 3,400,294 20,921,186 GENERAL FUND Expenditure Total: 15,622,616 16,435,429 4,252,571 20,921,186	10-80-235	Trans to CPF - Class 'C'	592,423	651,075	162,769	706,663	
10-80-330 Transfer CDRA Sales Tax 11,026 11,000 691 12,000 Total TRANSFERS: 2,355,616 2,525,164 575,093 5,449,655 Total Expenditure: 15,622,616 16,435,429 4,252,571 20,921,186 GENERAL FUND Revenue Total: 16,816,000 16,435,429 3,400,294 20,921,186 GENERAL FUND Expenditure Total: 15,622,616 16,435,429 4,252,571 20,921,186	10-80-250	Transfer to Debt Service Fund	1,047,707	1,050,707	262,685	861,707	
Total TRANSFERS: 2,355,616 2,525,164 575,093 5,449,655 Total Expenditure: 15,622,616 16,435,429 4,252,571 20,921,186 GENERAL FUND Revenue Total: 16,816,000 16,435,429 3,400,294 20,921,186 GENERAL FUND Expenditure Total: 15,622,616 16,435,429 4,252,571 20,921,186	10-80-275	Trnfr to South Ogden Days Fund	68,000	50,000	18,000	50,000	
Total Expenditure: 15,622,616 16,435,429 4,252,571 20,921,186 GENERAL FUND Revenue Total: 16,816,000 16,435,429 3,400,294 20,921,186 GENERAL FUND Expenditure Total: 15,622,616 16,435,429 4,252,571 20,921,186	10-80-330	Transfer CDRA Sales Tax	11,026	11,000	691	12,000	
GENERAL FUND Revenue Total: 16,816,000 16,435,429 3,400,294 20,921,186 GENERAL FUND Expenditure Total: 15,622,616 16,435,429 4,252,571 20,921,186	Total TRANS	SFERS:	2,355,616	2,525,164	575,093	5,449,655	
GENERAL FUND Expenditure Total: 15,622,616 16,435,429 4,252,571 20,921,186	Total Expen	diture:	15,622,616	16,435,429	4,252,571	20,921,186	
	GENERAL F	FUND Revenue Total:	16,816,000	16,435,429	3,400,294	20,921,186	
Net Total GENERAL FUND: 1,193,384	GENERAL F	FUND Expenditure Total:	15,622,616	16,435,429	4,252,571	20,921,186	
	Net Total GE	ENERAL FUND:	1,193,384	.00	852,277-		

South Ogden City Corporation Budget Worksheet - FY 2025 Budget Document Page: 8 Period: 09/23 May 03, 2024 03:16PM 2022-23 2023-24 2023-24 2024-25 Prior year Current year Current year Future year Budget Account Number Account Title Actual Actual Budget

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
South Ogden Da	ys Fund				
Revenue					
12-30-200	Sponsor Donations	27,750	.00	.00	.00
12-30-225	Vendor Booth Rentals	2,350	.00	.00	.00
12-30-260	Pickleball Registration Fees	910	.00	.00	.00
12-30-325	Miscellaneous Sales & Fees	15	.00	15	.00
12-30-400	Transfer in from General Fund	68,000	50,000	18,000	50,000
Total Rever	nue:	99,025	50,000	18,015	50,000
Total Rever	nue:	99,025	50,000	18,015	50,000
Expenditures					
12-40-112	S/O Days Overtime	14,449	.00	.00	.00
12-40-300	Entertainment	13,721	.00	.00	.00
12-40-325	Fireworks	10,000	.00	.00	.00
12-40-350	Printing & Banners	1,785	.00	.00	.00
12-40-375	Equipment Rentals	31,250	.00	.00	.00
12-40-400	T-shirt Printing	2,498	.00	.00	.00
12-40-410	Awards	1,715	.00	.00	.00
12-40-475	Miscellaneous Expenses	9,433	50,000	24	50,000
Total Exper	nditures:	84,851	50,000	24	50,000
Total Exper	nditure:	84,851	50,000	24	50,000
South Ogde	en Days Fund Revenue Total:	99,025	50,000	18,015	50,000
South Ogde	en Days Fund Expenditure Total:	84,851	50,000	24	50,000
Net Total So	outh Ogden Days Fund:	14,174	.00	17,991	.00

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Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
DEBT SERVICE	FUND				
REVENUE					
31-30-100	Transfer in - Park Imapct Fees	850,000	350,000	.00	.00
31-30-300	Transfer From General Fund	1,047,707	1,050,707	262,685	861,707
31-30-455	Interest Earned - Trustee Acct	1,959	250	23	250
31-30-800	Appropriated Fund Balance	.00	1,250	.00	1,250
Total REVE	ENUE:	1,899,666	1,402,207	262,708	863,207
Total Revenue:		1,899,666	1,402,207	262,708	863,207
EXPENDITURES	.				
31-40-100	Administrative & Professional	1,500	1,500	.00	1,500
31-40-150	Bond Payment - Principal	740,000	780,000	.00	630,000
31-40-200	Interest on Bond	307,706	270,707	.00	231,707
31-40-980	Retained Earnings	.00	350,000	.00	.00
Total EXPE	NDITURES:	1,049,206	1,402,207	.00	863,207
Total Exper	nditure:	1,049,206	1,402,207	.00	863,207
DEBT SER	VICE FUND Revenue Total:	1,899,666	1,402,207	262,708	863,207
DEBT SER	VICE FUND Expenditure Total:	1,049,206	1,402,207	.00	863,207
Net Total D	EBT SERVICE FUND:	850,460	.00	262,708	00

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Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
CAPITAL IMPRO	VEMENTS				
REVENUE					
40-30-100	WACOG/CDBG Grants	229,940	487,816	100,798	.00
40-30-110	Traffic Impact Fees	153,157	47,000	53,199	12,000
40-30-120	Park Impact Fees	219,200	400,000	.00	24,000
40-30-200	Interest	101,155	17,000	44,807	40,000
40-30-205	Interest Earned - Traffic I/F	5,269	3,000	3,817	1,000
40-30-210	Interest Earned - Park I/Fees	6,413	4,000	564	2,000
40-30-300	Transfer In G/F - Prop 1	444,360	455,073	113,766	453,356
40-30-400	Transfer In From General Fund	.00	.00	.00	1,500,000
40-30-450	Trans From G/F- Class 'C' Rev	592,423	651,075	162,769	706,663
40-30-500	Transfer in Util F/F - G/F	192,100	.00	17,182	.00
40-30-600	Transfer in RIF	602,821	569,360	51,163	602,821
40-30-798	Appropriate Parks I/F F/B	.00	350,000	.00	.00
40-30-800	Appropriate Fund Balance	.00	30,250	.00	2,086,723
40-30-805	Appropriate F/B - Class 'c'	.00	2,120,500	.00	.00
Total REVE	NUE:	2,546,839	5,135,074	548,064	5,428,563
Total Revenue:		2,546,839	5,135,074	548,064	5,428,563
EXPENDITURES					
40-40-121	FY 2024 Road Projects	.00	3,701,228	17,698	.00
40-40-122	40th St & Chimes View Dr.	347,924	599,596	100,798	.00
40-40-124	FY 2023 Road/Sidewalk Projects	1,328,599	.00	.00	.00
40-40-127	FY 2025 Road Projects	.00	.00	.00	1,802,840
40-40-475	Skatepark Seed Money	6,552	30,250	.00	1,500,000
40-40-480	Transfer to General Fund	.00	.00	.00	2,086,723
40-40-500	Transfer to DSF - Park Imp/Fee	850,000	350,000	.00	.00
40-40-550	Park Impact Fee Projects	.00	404,000	.00	26,000
40-40-700	Traffic Impact Fee Projects	.00	50,000	.00	13,000
Total EXPE	NDITURES:	2,533,076	5,135,074	118,496	5,428,563
Total Exper	nditure:	2,533,076	5,135,074	118,496	5,428,563
CAPITAL IN	MPROVEMENTS Revenue Total:	2,546,839	5,135,074	548,064	5,428,563
CAPITAL IN	MPROVEMENTS Expenditure Total:	2,533,076	5,135,074	118,496	5,428,563
Net Total C.	APITAL IMPROVEMENTS:	13,764	.00	429,568	.00

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		2022-23 Prior year	2023-24 Current year	2023-24 Current year	2024-25 Future year
Account Number	Account Title	Actual	Budget	Actual	Budget
WATER FUND					
REVENUE					
51-30-100	Interest	101,845	32,000	31,313	15,000
51-30-105	Interest Earned I/Fees	6,319	2,500	2,715	1,000
51-30-150	Hydrant Rentals	700	800	.00	700
51-30-200	Water Sales	1,948,461	1,988,848	609,023	1,988,848
51-30-210	Connection Fees Water	13,385	4,500	475	2,000
51-30-220	Water Impact Fees	39,828	42,000	113,983	10,000
51-30-225	Late Fees	25,215	22,500	6,750	22,500
51-30-850	Sale of Fixed Assets	10,395	.00	.00	.00
51-30-860	Transfer In - City Center CRA	.00	166,064	.00	.00
51-30-875	Transfer in from Storm Drain	.00	8,521	.00	8,521
51-30-890	Appropriation of Fund Balance	.00	2,933,515	.00	3,394,843
51-30-925	Misc. Revenue	935	82,915	3,901	87,074
Total REVE	NUE:	2,147,083	5,284,163	768,160	5,530,486
Total Reven	nue:	2,147,083	5,284,163	768,160	5,530,486
EXPENDITURES					
51-40-110	Salaries and Wages	261,236	278,538	70,051	291,524
51-40-112	Overtime	20,002	14,748	2,018	15,191
51-40-130	Employee Benefits	117,912	141,526	41,881	143,319
51-40-140	Franchise Fee	112,637	59,666	11,605	59,666
51-40-210	Books, Subscript. & Membership	5,234	9,180	8,379	8,905
51-40-230	Travel & Training	4,495	10,479	211	10,165
51-40-240	Office Supplies	1,475	2,650	.00	571
51-40-245	Clothing/Uniform/Equip. Allow.	2,805	5,088	.00	4,936
51-40-248	Vehicle Maintenance	10,092	10,599	1,255	10,282
51-40-280	Telephone	6,669	6,259	677	6,072
51-40-290	Building Maintenance	1,188	7,950	.00	7,712
51-40-300	Gas	13,493	12,030	.00	11,670
51-40-310	Professional & Technical Servi	24,029	17,317	1,125	16,798
51-40-311	Bad Debts Expense	571	.00	.00	.00
51-40-320	Blue Stake Service	2,899	2,120	615	2,057
51-40-325	GIS - Service & Equipment	.00	6,000	809	5,820
51-40-329	Computer Repairs	.00	530	.00	515
51-40-330	Valve Repair	22,589	35,000	11,717	33,950
51-40-400	PRV Maintenance	2,448	20,000	28	19,400
51-40-480	Special Department Supplies	38,206	42,395	10,021	41,124
51-40-490	Water Sample Testing	8,586	13,479	180	13,075
51-40-550	Weber Basin Exchange Water	181,646	336,725	.00	336,725
51-40-560	Power and Pumping	5,745	10,000	44	9,700
51-40-610	h2o Tank Inspection/Maint	.00	10,000	2,400	9,700
51-40-649	Lease Interest/Taxes	4,662	3,822	2,441	2,788
51-40-650	Lease Payments	676	56,797	47,010	57,830
51-40-667	Radio Read Maintenance	24,342	44,000	22,694	42,680
51-40-680	Charge for Services - G/F	270,256	270,256	89,976	359,912
51-40-709	Ben Lomond & Sunset	.00	1,120,000	7,546	.00
51-40-710	40th & Chimes - FY 2023	.00	963,240	2,239	.00
51-40-711	Brier Point Loop	.00	1,120,000	470,260	.00
51-40-712	38th Grant & Kiesel Loop	.00	346,610	129,914	.00
51-40-749	Small Equipment	664	8,108	.00	7,865
51-40-770	Water Impact Fee Projects	47	44,500	.00	11,000
51-40-790	Transfer to General Fund	60,551	60,551	62,974	62,974

South Ogden City Corporation

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Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
51-40-970	Depreciation	302,603	194,000	48,300	194,000
51-40-980	Contingency	31,000	.00	.00	3,732,560
Total EXPE	NDITURES:	1,538,757	5,284,163	1,046,366	5,530,486
Total Expen	diture:	1,538,757	5,284,163	1,046,366	5,530,486
WATER FU	ND Revenue Total:	2,147,083	5,284,163	768,160	5,530,486
WATER FU	ND Expenditure Total:	1,538,757	5,284,163	1,046,366	5,530,486
Net Total W	ATER FUND:	608,326	.00	278,206-	.00

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Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
ANITARY SEWE	ER .				
EVENUE					
2-30-100	Interest Earned	88,190	30,000	29,459	17,000
2-30-200	Sewer Sales	2,249,417	2,307,973	570,782	2,307,973
2-30-250	Connection Fees Sewer	7,400	2,000	100	1,000
2-30-880	Transfer In - City Center CRA	.00	112,548	.00	.00
2-30-890	Appropriation of Fund Balance	.00	578,544	.00	671,720
-30-925	Misc. Revenue	6,000	66,652	.00	69,979
Total REVE	NUE:	2,351,007	3,097,717	600,341	3,067,672
Total Reven	uue:	2,351,007	3,097,717	600,341	3,067,672
(PENDITURES					
-40-110	Salaries and Wages	242,543	279,932	70,281	295,913
-40-112	Overtime	13,072	15,363	4,210	15,824
-40-130	Employee Benefits	101,938	147,990	45,588	141,522
2-40-140	Franchise Fee	134,222	69,240	11,205	69,240
2-40-210	Memberships	1,025	742	475	720
2-40-230	Travelinlg & Training	4,997	7,299	212	7,081
-40-240	Office Supplies	782	4,239	.00	1,612
-40-245	Clothing/Uniform/Equip. Allow.	2,753	5,088	240	4,936
-40-248	Vehicle Maintenance	2,971	5,299	394	5,141
-40-280	Telephone	1,727	5,679	667	5,509
-40-290	Building Maintenance	1,188	5,299	.00	5,141
-40-300	Gas	2,612	4,398	.00	4,267
40-310	Professional & Technical	10,607	10,599	388	10,282
40-311	Bad Debts Expense	670	.00	.00	.00
40-315	Sewer Lines Cleaning Service	54,210	50,000	2,689	48,500
40-320	Blue Stake Service	.00	848	.00	823
40-325	GIS - Service & Equipment	.00	6,000	.00	5,820
40-400	Transfer to General Fund	11,595	11,595	12,059	12,059
-40-480	Maintenance Supplies	6,475	16,004	1,164	15,524
-40-550	Central Weber Sewer Pre-Trea	13,249	13,249	13,774	23,272
-40-610	Central Weber Sewer Fees	1,171,792	1,265,536	303,533	1,214,856
-40-650	Manhole Replacement	4,570	45,200	.00	43,844
-40-665	Video & Fix Trouble Spots	13,831	25,000	628	24,250
-40-680	Charge for Services - G/F	261,388	261,388	61,191	244,764
-40-700	Small Equipment	1,074	5,299	.00	5,141
-40-704	Lining 40th to Country Club	.00	246,731	.00	.00
-40-705	Replace 700 E/H Guy Child	.00	461,700	197	.00
-40-750	Capital Outlay	300-	.00	.00	.00
-40-970	Depreciation	89,883	128,000	30,000	128,000
40-980	Sewer Contingency	.00	.00	.00	733,631
Total EXPE	NDITURES:	2,148,875	3,097,717	558,894	3,067,672
Total Expen	diture:	2,148,875	3,097,717	558,894	3,067,672
SANITARY	SEWER Revenue Total:	2,351,007	3,097,717	600,341	3,067,672
SANITARY	SEWER Expenditure Total:	2,148,875	3,097,717	558,894	3,067,672
Net Total S	ANITARY SEWER:	202,132	.00	41,448	.00

South Ogden City Corporation Budget Worksheet - FY 2025 Budget Document Page: 15 Period: 09/23 May 03, 2024 03:16PM 2022-23 2023-24 2023-24 2024-25 Prior year Current year Current year Future year Budget Account Number Account Title Actual Actual Budget

2022-23 2023-24 2023-24 2024-25 Prior year Current year Current year Future year Account Number Account Title Actual Budget Actual Budget STORM DRAIN FUND **REVENUE** 53-30-100 Interest 63.578 20.500 24.863 17.500 53-30-105 Interest Earned I/Fees 5.889 2.200 4.784 3,000 53-30-200 Storm Drain Revenue 330,965 1,266,894 1,258,675 1,258,675 Storm Drain Impact Fees 157,685 10,000 53-30-220 213,599 70,000 53-30-880 Transfer In - City Center CRA .00 122,848 .00 .00 53-30-890 Appropriation of Fund Balance .00 791,114 .00 1,543,726 53-30-925 Misc. Revenue 48 .00 Total REVENUE: 1,550,008 2,265,337 518,297 2,832,901 Total Revenue: 1,550,008 2,265,337 518,297 2,832,901 **EXPENDITURES** 53-40-110 288,325 340,890 85,672 357,844 Salaries and Wages 53-40-112 Overtime 6,912 14,726 13,519 13,925 53-40-130 **Employee Benefits** 150,692 47,465 104,579 142,456 6,269 53-40-140 Franchise Fee 74,506 37,761 37,761 BOOKS, SUBSCRIPT. & MEMBERSHIP 53-40-210 5,434 6,000 3,275 5,820 53-40-230 Travel & Training 6,997 7,830 460 7,596 53-40-240 Office Supplies 605 1,590 10 543 53-40-245 Clothing/Uniform/Equip. Allow. 2,720 6,359 .00 6,169 53-40-248 Vehicle Maintenance 6,359 543 8,684 6,169 53-40-280 Telephone 1,133 3,610 499 3,502 53-40-290 **Building Maintence** 8,479 .00 8,225 1.188 53-40-300 Gas 9,004 6,228 .00 6,042 26,043 25,262 53-40-310 Prof & Tech Services 6,065 144 53-40-311 Bad Debts Expense 255-.00 .00 .00 742 53-40-320 Blue Stake Serivce .00 .00 720 53-40-325 GIS - Service & Equipment .00 6,000 .00 5,820 53-40-400 System Maintenance Program 35,756 40,000 538 38,800 53-40-480 Special Department Supplies 3,694 6,359 862 6,169 53-40-649 Lease Interest/Taxes 1,333 1,007 2,358 1,655 53-40-650 Lease Payments 317-22,011 22,332 22,659 53-40-655 Transfer to Water Fund 8,521 .00 8,521 .00 53-40-670 Transfer to General Fund 16,748 16,748 17,418 17,418 53-40-680 Charge for Services - G/F 202,251 202.251 29,907 119,630 53-40-700 Small Equipment 873 1,590 .00 1,543 53-40-701 Burch Creek Hollow Rel-line .00 90,000 .00 .00 53-40-702 Replace 42nd St / Lib & Adams .00 779,100 .00 .00 53-40-703 Replace 40th / Wash & Burch Cr .00 298,800 .00 .00 53-40-970 Depreciation 127,735 104,000 25,800 104,000 53-40-980 Contingency .00 .00 .00 1,872,300 53-40-981 Impact Fee Projects .00 72,200 .00 13,000 Total EXPENDITURES: 912,809 2,265,337 249,439 2,832,901 912,809 2.265.337 Total Expenditure: 249,439 2,832,901 518,297 STORM DRAIN FUND Revenue Total: 1,550,008 2,265,337 2,832,901 STORM DRAIN FUND Expenditure Total: 912,809 2,265,337 249,439 2,832,901

South Ogden City Corporation	South Ogden City Corporation Budget Worksheet - FY 2025 Budget Document Period: 09/23			Page: 17 May 03, 2024 03:16PM		
Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget	
Net Total STORM DRAIN	N FUND:	637,199	.00	268,858	.00	

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
GARBAGE FUNI					
DEVENUE					
REVENUE 54-30-100	Interest Earned	8,955	3,500	3,440	3,000
54-30-200	Garbage Fees	805,082	772,526	203,506	772,526
54-30-205	Recycling Fees	242,182	240,383	60,818	240,383
54-30-850	Misc. Rental	1,395	1,000	750	800
54-30-890	Appropriate Fund Balance	.00	41,684	.00	119,963
54-30-925	Misc. Revenue	100	.00	100	.00
Total REVE	ENUE:	1,057,715	1,059,093	268,615	1,136,672
Total Rever	nue:	1,057,715	1,059,093	268,615	1,136,672
EXPENDITURES	.				
54-40-140	Franchise Fee	62,836	30,388	5,286	30,388
54-40-240	Office Spplies	591	2,650	.00	571
54-40-248	Vehicle Maintenance	6,700	3,180	616	3,081
54-40-280	Telephone	.00	1,590	.00	1,543
54-40-290	Building Maintenance	.00	5,299	.00	5,141
54-40-300	Gas	4,337	2,526	.00	2,451
54-40-310	Prof & Teach Services	208	1,060	.00	1,029
54-40-311	Bad Debts Expense	188-	.00	.00	.00
54-40-420	Republic Services - Contract	519,093	541,454	149,635	625,200
54-40-425	Wasatch Integrated Recycling	10,716	36,981	.00	35,872
54-40-430	Tipping Fees	257,890	251,761	130,142	273,600
54-40-440	Additional Cleanups	9,735	7,843	5,418	7,608
54-40-450	Construction Materials Tipping	299	6,359	.00	6,166
54-40-520	Tree Removal	12,080	15,898	.00	15,422
54-40-615	Junk Ordinance Enforcement	.00	7,950	.00	7,712
54-40-649	Lease Interest/Taxes	1,496	1,207	329	1,124
54-40-650	Lease Payments	1,673-	22,045	5,518	20,355
54-40-680	Charge for Services - G/F	109,902	109,902	22,101	88,409
54-40-970	Depreciation	15,069	11,000	2,700	11,000
Total EXPE	:NDITURES:	1,009,091	1,059,093	321,746	1,136,672
Total Exper	nditure:	1,009,091	1,059,093	321,746	1,136,672
GARBAGE	FUND Revenue Total:	1,057,715	1,059,093	268,615	1,136,672
GARBAGE	FUND Expenditure Total:	1,009,091	1,059,093	321,746	1,136,672
Net Total G	ARBAGE FUND:	48,624	.00	53,131-	.00

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Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
ROAD IMPROVE	MENT FEE FUND				
REVENUE					
55-30-200	Road Improvement Fees	602,821	569,360	151,497	602,821
Total REVE	NUE:	602,821	569,360	151,497	602,821
Total Rever	nue:	602,821	569,360	151,497	602,821
EXPENDITURES					
55-40-311	Bad Debt Expense	37-	.00	.00	.00
55-40-550	Transfer RIF to CPF	602,821	569,360	51,163	602,821
Total EXPE	NDITURES:	602,784	569,360	51,163	602,821
Total Exper	nditure:	602,784	569,360	51,163	602,821
ROAD IMP	ROVEMENT FEE FUND Revenue Total:	602,821	569,360	151,497	602,821
ROAD IMP	ROVEMENT FEE FUND Expenditure Total:	602,784	569,360	51,163	602,821
Net Total R	OAD IMPROVEMENT FEE FUND:	37	.00	100,334	.00

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		2022-23 Prior year	2023-24 Current year	2023-24 Current year	2024-25 Future year
Account Number	Account Title	Actual	Budget	Actual	Budget
AMBULANCE FU	ND.				
AMBULANCE FU	ND				
REVENUE					
58-30-100	Interest Earned	75	25	1,197	3,200
58-30-201	Ambulance Fees - S/O - DPS	957,031	902,304	219,526	957,031
58-30-210	Miscellaneous Revenue	16,494	.00	.00	8,500
58-30-850	State/Local Grants	.00	7,000	.00	.00
58-30-890	Appropriate Fund Balance	.00	186,989	.00	.00
Total REVE	NUE:	973,600	1,096,318	220,723	968,731
Total Reven	ue:	973,600	1,096,318	220,723	968,731
EXPENDITURES					
58-40-110	Salaries and Wages	157,643	185,517	44,847	191,446
58-40-111	Part Time Wages	18,643	26,541	7,005	27,337
58-40-112	Overtime	26,372	13,903	9,662	14,320
58-40-130	Employee Benefits	67,682	83,555	24,723	81,473
58-40-210	Memberships	2,184	162	.00	536
58-40-230	Travel & Training	.00	3,250	1,374	3,153
58-40-240	Office Supplies	692	396	336	385
58-40-245	Uniform Allowance	2,824	5,195	1,510	5,040
58-40-248	Vehicle Maintenance	16,191	9,539	1,206	9,253
58-40-250	Equipment Maintenance	6,159	5,776	.00	5,603
58-40-270	GoldCross Billing Fees	52,811	49,627	7,481	48,139
58-40-280	Telephone	38	796	.00	773
58-40-300	Gas	6,340	5,538	.00	5,372
58-40-310	Professional & Technical	73,374	26,987	9,760	26,178
58-40-311	SecurLyft Fees	14,960	16,320	1,360	15,831
58-40-312	PMA Fees	91,836	85,000	12,495	82,450
58-40-320	State Assessment Fee	.00	35,400	.00	34,338
58-40-330	EMS Education	1,363	1,850	953	1,417
58-40-480	Special Department Supplies	3,600	1,621	632	1,573
58-40-490	Disposable Medical Supplies	27,471	28,616	9,505	27,758
58-40-680	Charge for Services - G/F	70,742	70,742	18,690	74,761
58-40-700	Small Equipment	449	4,371	4,370	4,240
58-40-750	Capital Outlay	.00	407,616	.00	.00
58-40-970	Depreciation	19,832	28,000	6,900	28,000
58-40-980	Retained Earnings	.00	.00	.00	279,355
Total EXPE	NDITURES:	661,206	1,096,318	162,806	968,731
Total Expen	diture:	661,206	1,096,318	162,806	968,731
AMBULANO	CE FUND Revenue Total:	973,600	1,096,318	220,723	968,731
AMBULANO	CE FUND Expenditure Total:	661,206	1,096,318	162,806	968,731
Net Total AN	MBULANCE FUND:	312,394	.00	57,917	.00

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Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
Community Deve	elopmnt & Renewal				
REVENUE					
61-30-800	Appropriation of Fund Balance	.00	37,203	.00	.00
Total REVENUE:		.00	37,203	.00	.00
Total Revenue:		.00	37,203	.00	.00
EXPENDITURES					
61-40-700	Transfer to Housing Authority	.00	37,203	37,203	.00
Total EXPE	NDITURES:	.00	37,203	37,203	.00
Total Expen	diture:	.00	37,203	37,203	.00
Community	Developmnt & Renewal Revenue Total:	.00	37,203	.00	.00
Community	Developmnt & Renewal Expenditure Total:	.00	37,203	37,203	.00
Net Total Co	ommunity Developmnt & Renewal:	.00	.00	37,203-	.00

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Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
CRA - Young Ma	zda Project Area				
REVENUE					
66-30-100	Tax Increment	24,319	32,500	676	32,500
66-30-101	Interest	52	10	.00	40
66-30-125	Sales Tax Revenue	25,065	21,200	691	23,000
Total REVE	NUE:	49,436	53,710	1,367	55,540
Total Rever	nue:	49,436	53,710	1,367	55,540
EXPENDITURES					
66-40-100	Professional & Technical	.00	30,885	.00	30,915
66-40-550	Tax Increment Incentives	25,065	21,200	.00	23,000
66-40-600	Charge for Services - G/F	1,216	1,625	405	1,625
Total EXPE	NDITURES:	26,281	53,710	405	55,540
Total Expen	nditure:	26,281	53,710	405	55,540
CRA - Youn	g Mazda Project Area Revenue Total:	49,436	53,710	1,367	55,540
CRA - Youn	g Mazda Project Area Expenditure Total:	26,281	53,710	405	55,540
Net Total C	RA - Young Mazda Project Area:	23,155	.00	962	.00
140t Iotal O	Totally Mazaa i Tojoot / Toa.				.00

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Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
CDRA - NW Proje	ect Area				
Revenue					
67-30-800	Appropriation of Fund Balance	.00	56,737	.00	.00
Total Revenue:		.00	56,737	.00	.00
Total Revenue:		.00	56,737	.00	.00
Expenditures					
67-40-700	Transfer to Housing Authority	.00	56,737	56,736	.00
Total Expenditures:		.00	56,737	56,736	.00
Total Expenditure:		.00	56,737	56,736	.00
CDRA - NW Project Area Revenue Total:		.00	56,737	.00	.00
CDRA - NW Project Area Expenditure Total:		.00	56,737	56,736	.00
Net Total CI	DRA - NW Project Area:	.00	.00	56,736-	.00

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Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
City Center CRA	Project				
Revenue					
68-30-100	Tax Increment	314,196	415,000	2,099	415,000
68-30-300	Interest Income	653	1,100	.00	400
68-30-890	Approp of Fund Balance	.00	90,000	.00	.00
Total Revenue:		314,849	506,100	2,099	415,400
Total Revenue:		314,849	506,100	2,099	415,400
Expenditures					
68-40-400	Professional & Technical	4,242	35,000	.00	25,000
68-40-450	Transfer to Hinckley Housing	31,420	41,500	.00	41,500
68-40-475	Tax Increment Incentives	.00	.00	.00	150
68-40-500	Charge for Services - G/F	15,710	20,750	5,190	20,750
68-40-510	Transfer to Enterprise Funds	.00	401,460	.00	.00
68-40-600	New CDRA Projects	.00	7,390	.00	328,000
Total Expenditures:		51,371	506,100	5,190	415,400
Total Expenditure:		51,371	506,100	5,190	415,400
City Center CRA Project Revenue Total:		314,849	506,100	2,099	415,400
City Center CRA Project Expenditure Total:		51,371	506,100	5,190	415,400
Net Total Ci	ty Center CRA Project:	263,478	.00	3 091-	.00
Hot Islai Oily Contor Oract Tojoot.					

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Account Number	- Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
CDRA Housing	Authority Fund				
REVENUE					
85-30-400	Transfer in from City Cntr CRA	31,420	41,500	.00	41,500
85-30-410	Transfer in from NW Proj. CDRA	.00	56,737	56,736	.00
85-30-420	Transfer in from 36th St Proj	.00	37,203	37,203	.00
Total REVENUE:		31,420	135,440	93,939	41,500
Total Revenue:		31,420	135,440	93,939	41,500
EXPENDITURES	S				
85-40-100	Housing Expenditures	.00	135,440	.00	41,500
Total EXPENDITURES:		.00	135,440	.00	41,500
Total Expenditure:		.00	135,440	.00	41,500
CDRA Housing Authority Fund Revenue Total:		31,420	135,440	93,939	41,500
CDRA Housing Authority Fund Expenditure Total:		.00	135,440	.00	41,500
Net Total CDRA Housing Authority Fund:		31,420	.00	93,939	.00
Net Grand Totals:		4,198,546	.00	6,919-	.00



NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, MAY 21, 2024, 6 PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled council meeting at 6 pm Tuesday, May 21, 2024. The meeting will be located at City Hall, 3950 Adams Ave., South Ogden, Utah, 84403, in the city council chambers. The meeting is open to the public; anyone interested is welcome to attend. Some members of the council may be attending the meeting electronically. The meeting will also be streamed live over www.youtube.com/@southogdencity.

CITY COUNCIL MEETING AGENDA

- I. OPENING CEREMONY
 - A. Call to Order Mayor Russell Porter
 - B. Prayer/Moment of Silence -
 - C. Pledge of Allegiance Council Member Mike Howard
- **II. PUBLIC COMMENTS** This is an opportunity to address the mayor and council with any concerns, suggestions, or praise. No action can or will be taken at this meeting on comments made. *Please limit your comments to three minutes.*
- III. RESPONSE TO PUBLIC COMMENT
- IV. CONSENT AGENDA
 - **A.** Approval of April 30, 2024 Combined City Council and Planning Commission Meeting Minutes and May 7, 2024 City Council Minutes
 - **B.** Declaring Certain Fleet Vehicles as Surplus to the City's Needs

V. DISCUSSION / ACTION ITEMS

- A. Discussion/Vote on Whether Chickens And/or Fowl Should Be Allowed in South Ogden
- **B.** Consideration of **Ordinance 24-03** Amending the General Plan By Adding Timelines to the Moderate Income Housing Strategies
- C. Consideration of **Resolution 24-13** Approving Agreement With Ormond Construction for Chimes View Drive Water Line Replacement Project
- **D.** Consideration of **Resolution 24-14** Approving Extension of Agreement With Keddington & Christensen for Auditing Services
- E. Consideration of **Resolution 24-15** Approving Finance Agreement with Zion's Bank
- **F.** Consideration of **Resolution 24-16** Approving Fleet Repurchase Agreement with Ken Garff Enterprises Inc.
- **G.** Consideration of Request to Sell a Portion of Nature Park
- H. Consideration of Letter of Support for Approval Voting

VI. REPORTS/DIRECTION TO CITY MANAGER

- A. City Council Members
- B. City Manager
- C. Mayor

VII. ADJOURN

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted to the State of Utah Public Notice Website, on the City's website (southogdencity.gov) and emailed to the Standard Examiner on May 17, 2024. Copies were also delivered to each member of the governing body.

Lessa Kapetanov, City Recorder

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during the meeting should notify the City Recorder at 801-622-2709 at least 24 hours in advance.



MINUTES OF THE SOUTH OGDEN CITY COUNCIL AND PLANNING COMMISSION WORK SESSION

TUESDAY, APRIL 30, 2024 6 PM IN EOC ROOM

1
2 COUNCIL MEMBERS PRESENT
3 Mayor Russell Porter, Council

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Mayor Russell Porter, Council Members Susan Stewart, Mike Howard, Jeanette Smyth, Doug Stephens, and Jeremy Howe

PLANNING COMMISSIONERS PRESENT

Chair John Bradley, Commissioners Robert Bruderer, Norbert Didier, Broc Gresham, and Brian Mitchell (Commissioner Mitchell attended electronically)

STAFF MEMBERS PRESENT

City Manager Matt Dixon, Assistant City Manager Doug Gailey, Planners Mark Vlasic and Madison Merrill

OTHERS PRESENT

Francis Lilly and Megan Townsend (Ms. Townsend attended electronically)

Note: The time stamps indicated in blue correspond to the audio recording of this meeting, which can be found by clicking the link:

https://cms7files.revize.com/southogden/document_center/Sound%20Files/2024/CCPC240430_1609.mp3 or by requesting a copy from the office of the South Ogden City Recorder.

Note: The meeting was a working dinner, so those attending dished their meals before beginning the meeting.

26 27 I. CALL TO ORDER

• At 6:09 pm, Mayor Porter welcomed those present and called for a motion to begin the meeting 00:00:00

Council Member Howe so moved, followed by a second from Council Member Stewart. Council Members Stewart, Howard, Smyth, Stephens, and Howe all voted aye.

33 34	 Mayor Porter asked those present introduce themselves 00:00:52
35 36 37	• Planner Madison Merrill gave an overview of the meeting and introduced Mr. Lilly, the presenter 00:02:40
38 39 II.	PRESENTATIONS
40	Francis Lilly, Millcreek City Assistant City Manager/Planning and Zoning Director
41	Mr. Lilly gave a visual presentation on how Millcreek City created a city center. See Attachment A.
42	00:05:55
43	Megan Townsend, Wasatch Front Regional Council Community and Economic Development Director
44 45 46 47	 Ms. Townsend also had a visual presentation. See Attachment B. She discussed how the Wasatch Front Regional Council could help fund projects through grants. 00:59:13
48	
49 .	Q&A AND DISCUSSION ON PRESENTATIONS
50	• Those present asked most of their questions during the presentations, so they spent some time
51	discussing what was presented
52 53	01:09:42
54	
55 IV.	DISCUSSION ON GENERAL PLAN CATALYTIC PROJECTS
56	01:17:07
57	• Ms. Merrill had prepared a handout of the catalytic projects for those present. See Attachment C.
58	
59	
60	ADIOUDN
61 V.	ADJOURN
62	• At 7:59 pm, Mayor Porter called for a motion to adjourn the work session
63	01:47:47
64 65	Council Member Howe so moved, followed by a second from Council Member Smyth. All
66	present voted aye.
67	
68	
69	
70	
71	I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Council and
72 73	Planning Commission Work Session held Tuesday, April 30, 2024.
73 74	Alexe Kapetanor
7 ·	Leave Kapetonov Date Approved by the City Council

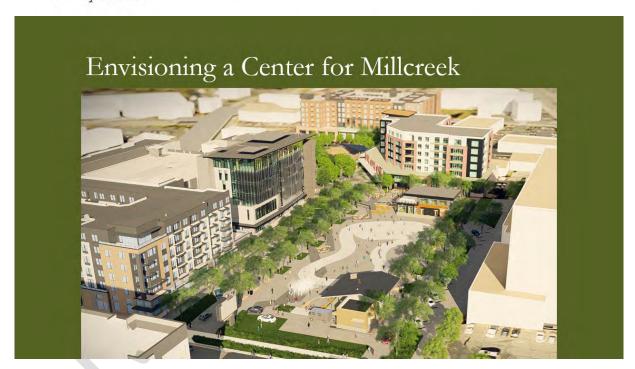
ATTACHMENT A

Visual Presentation by Mr. Lilly



THE INSIDE STORY OF THE CREATION OF MILLCREEK COMMON AND MILLCREEK'S CITY CENTER

Presentation to the South Ogden City Council and Planning Commission 30 April 2024









Millcreek Common is not just wider than what was envisioned in the Master Plan, but it's bigger: +/- 5.3 acres, not 4.2 acres

City Center Implementation

What the world sees



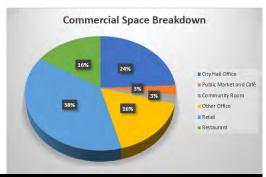


	Project	Address	Developer	General Contractor	Status	Dwellings	Commercial Area (sf)	Parking Stalls	Notes	
1	The Richmond	1280 E Villa Vista Ave	Cottonwood Residential	Rimrock	Under Construction	330	13,000	459		CHIPTON OF
2	Cottonwood Highland	1323 E Villa Vista Ave	Cottorwood Residential	Big-D	Under Construction	250	15,000	296		F. F 521
3	MC33	3320 S Highland Dr	SOAR Realty	TBD	Technical Review	119	25,484	247	Owner Occupied	11/1000
4	33rd South Apartments	1308 E 3300 S	Cottonwood Residential	Layton	Technical Review	226	7,735	367		- H
5	City Hall and the Westerly	1311 E 3300 S	Cottonwood Residential / City	Layton / Okland	Approved for Construction	197	91,319	448	City Half and Shared Parking	2
6	Milcreek Flats	1350 E Miler Ave	Boyer Company	TBD	Approved for Construction	217	6,851	337		ME TO
7	Brick Lofts Phase II	1395 E Miler Ave	PEG Development	TBD	Approved for Construction	89		148		
8	The Archer	1265 E Villa Vista Ave	Cottonwood Residential	TBD	Technical Review	78	4,421	118		Photo.
9	Milcreek Common North	1330 E Woodland Ave	Cottonwood Residential	TBD	Technical Review	58	9,561	111		Table 1
10	MC29	1291 E Villa Vista Ave	SOAR Realty	TBD	CCOZ Pre- Application	79	4.421	118		200.
11	Medical Office	3179 S Highland Drive	Millcreek Medical Holdings	TBD	CCOZ Pre- Application		21,000	71	Overflow Parking for Milcreek Common	(State
otals						1,643	198,792	2,720		7771

Project Status Legend									
Pending Application	Application in Review	Permitted							
CCOZ Pre-Application Meeting	Development Agreement Pending	Approved for Construction							
Development Review Committee Meeting	Preliminary Approval Pending	Building Permit Issued							
	Technical Review Pending	Under Construction							

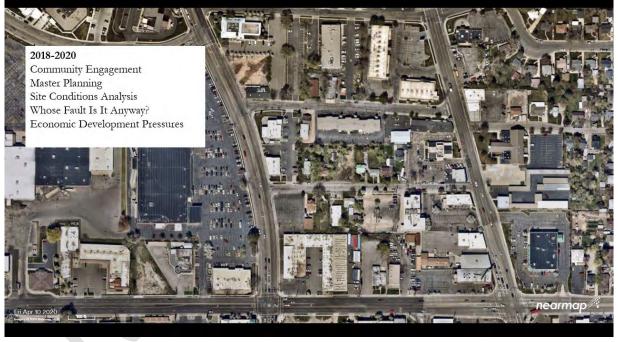
	Greatest Impact Sce Developme		In Review or Approved for Construction				
CCOZ DISTRICT	Nonresidential SF	Dwellings	Nonres idential SF	Dwellings			
Neighborhood District	142,000	1,640	36,842	826			
Mill Center	427,000	1,059	107,731	472			
Marketplace	321,000	1,042	54,219	345			
Total	890,000	3,741	198,792	1,643			

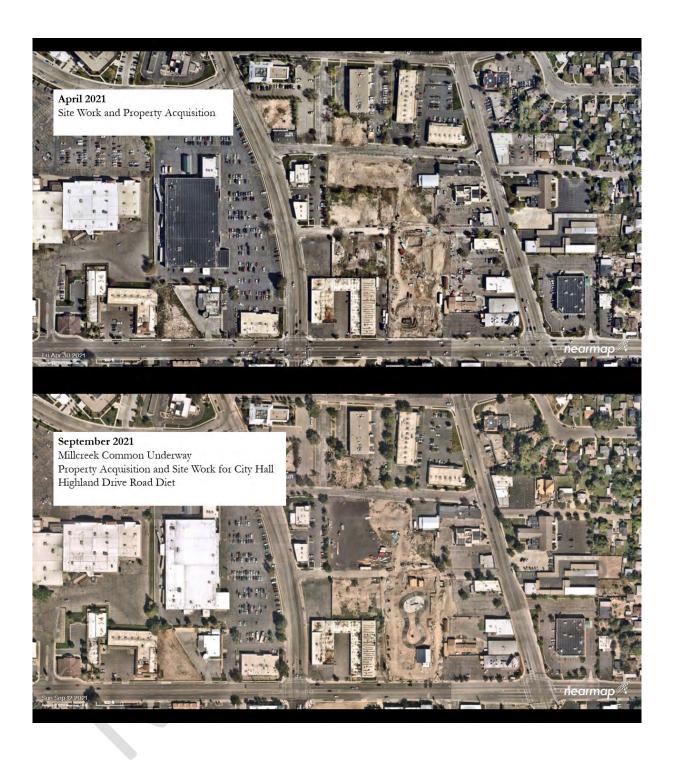
Note: The Greatest Impact Scenario was established for the purposes of the Highland Drive Corridor Study, to describe the potential traffic impacts, assuming an aggressive development scenario, and assuming a three-lane section for Highland Drive. See Table 15 on Page 35 of the Highland Drive Corridor Traffic Impact Study. The numbers described in the Greatest Impact Scenario are for new development, but the Traffic Study assumes that some existing development will remain.

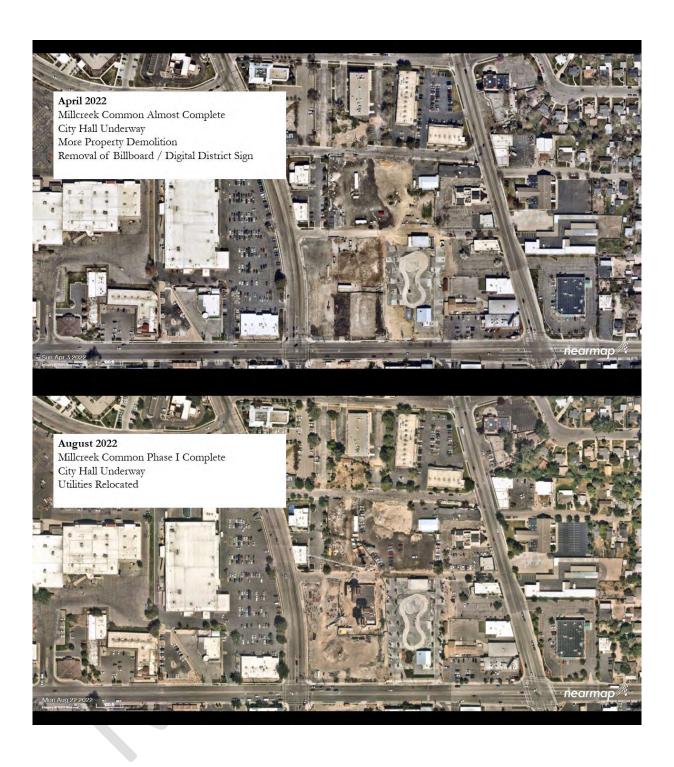


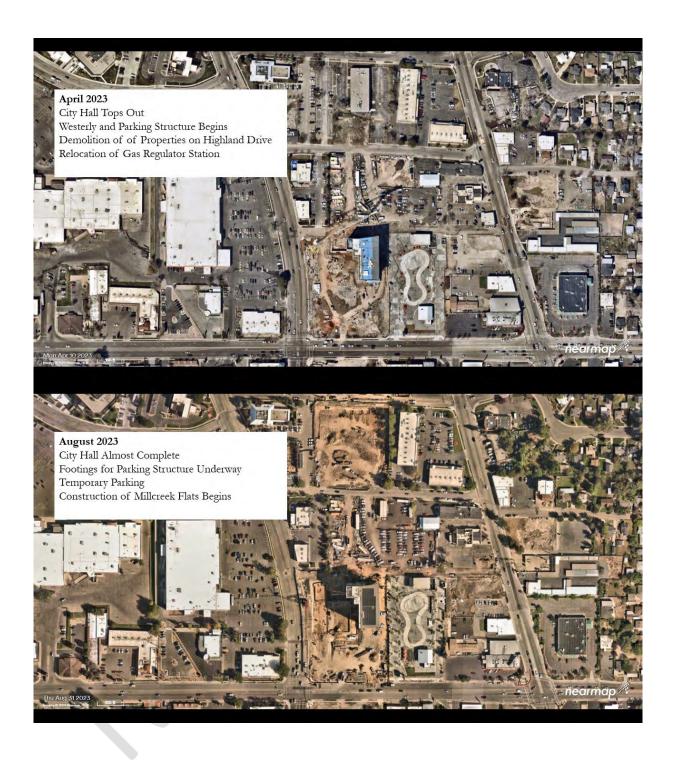


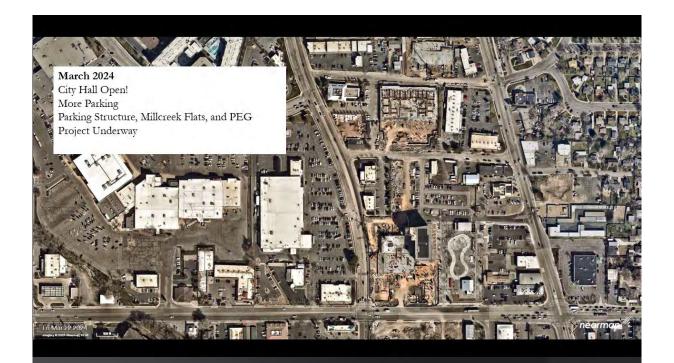












How is it all paid for?

- \$20 million municipal bond (that is being paid for by CRA increment)
- \$500,000 Utah Outdoor Recreation Grant for ice ribbon
- \$200,000 Utah Outdoor Recreation Grant for climbing
- \$2,500,000 ARPA state grant for public parking adjacent to shovel-ready housing
- \$2,500,000 ARPA state grant for open space adjacent to shovel-ready housing (MC Phase 1)
- \$2,500,000 ARPA state grant for open space adjacent to shovel-ready housing (MC Phase 2)
- \$39 million municipal bond (our new mortgage for City Hall, but at only 2.14% interest)
- \$460,000 Rocky Mountain Power BlueSky Grant for solar panels on the roof
- \$2,500,000 Land Water Conservation Fund grant through National Park Service (MC Phase 2)
- Naming rights sold on the Granite Credit Union Adventure Hub
- Some from smaller grants and the General Fund to fill in the gaps



- Approximately 2.5 acres in Phase One.
- Angled parking on either side.
- Skate loop
- Adaptable for large and small events, specific programmed activities, and spontaneous interactions.
- Retail or restaurant uses on either side of the Common.
- Adventure Hub and main Common area completed June 2022.





Millcreek City Hall

- \$39 million bond
- MHTN Architects
- Okland Construction
- 1st Floor Public Market
- Millcreek Precinct of the Unified Police Department
- 6th Floor Community Room
- 80' tall Climbing Wall
- 450 stall parking structure
- Public/Private Partnership







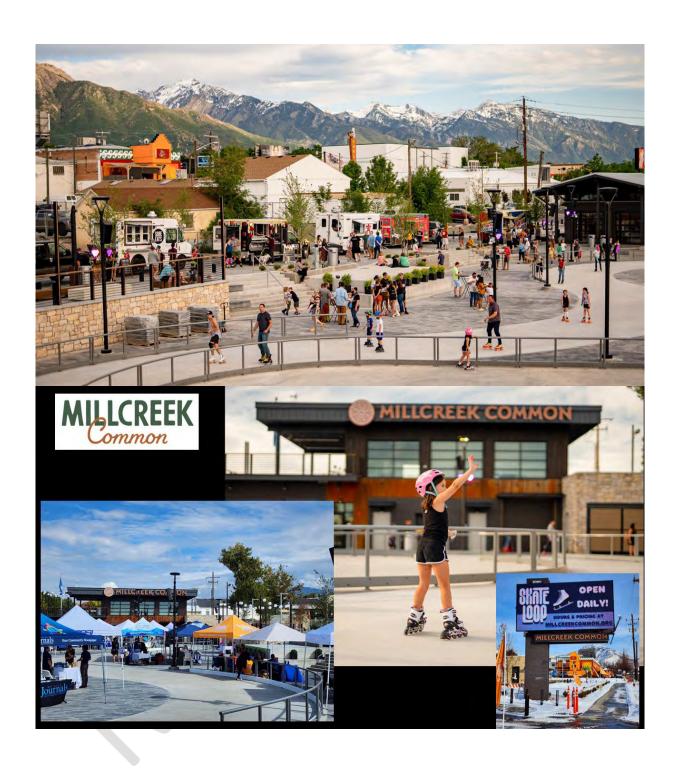


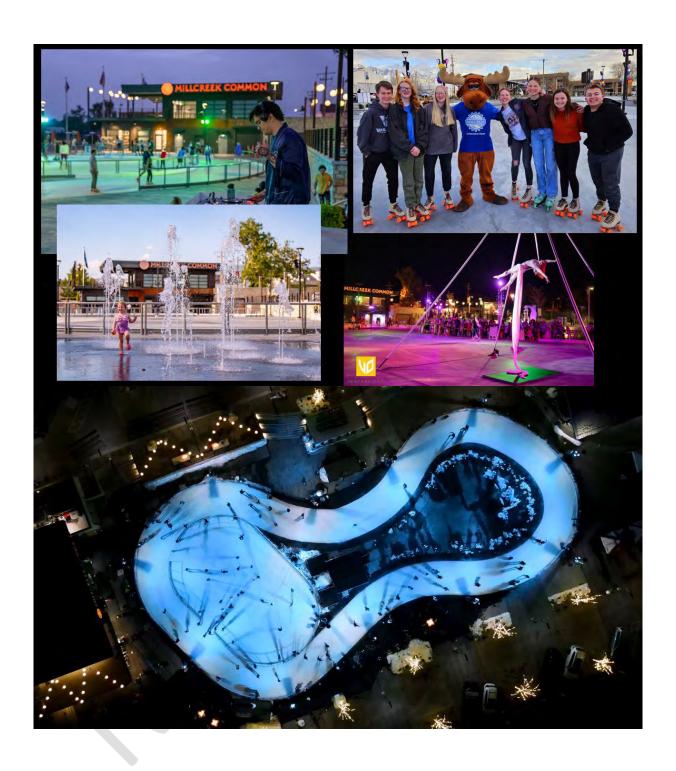
The Westerly mixed-use building + City Hall (view from corner of Millcreek Common & 3300 S)

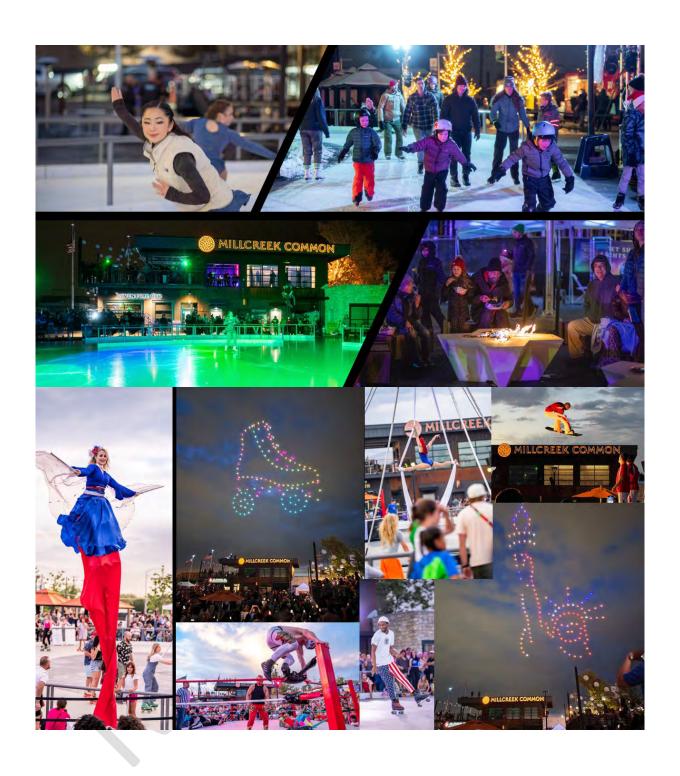
















Lessons Learned

- Communicate clearly and engage the public, constantly.
- Consider a master developer and the trade-offs that implies.
- Invest in property, strategically.
- Have conversations with utility providers, early.
- Understand the ongoing budgetary impacts of these decisions.
- Everything will be more expensive than you think it is now.

Lessons Learned

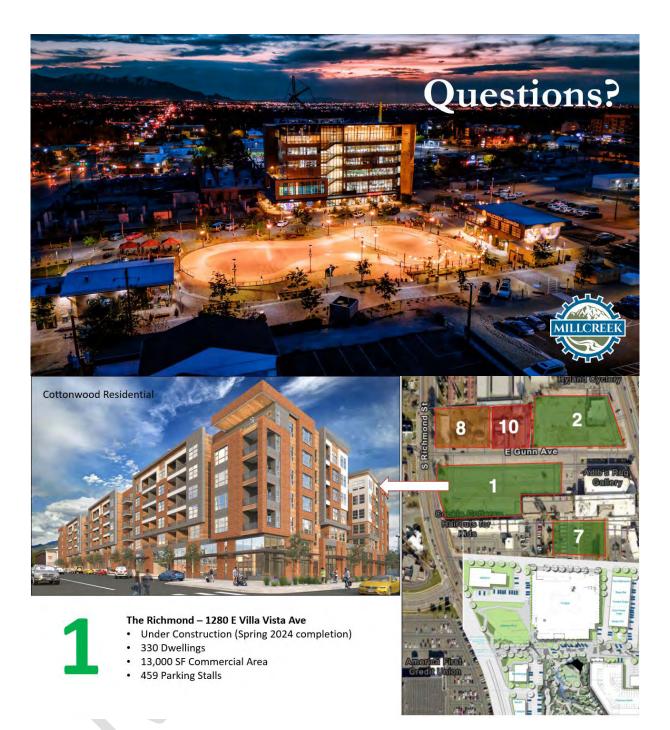


- Discern your communities wants and needs. It may or may not be tall buildings and a skating rink.
- Look for good local examples that are popular – or not. (Sugar House v. Holladay) to help you understand what your community wants and needs.
- Once you find out what your community wants and needs, look for good examples locally and nationally. No need to reinvent the wheel.



Lessons Learned

- Civic events and civic life are the secret sauce.
- Avoid overdesigning and overprogramming spaces.
 Adaptable spaces that can grow and change over time are better.
- Include something of value for the <u>entire</u> community, especially those who don't come to a 6 pm meeting.



April 30, 2024 City Council/Planning Commission Work Session Minutes



2

Cottonwood Highland – 1323 Villa Vista Avenue

- Under Construction (Fall 2023 completion)
- 250 Dwellings
- 15,000 SF Commercial Area
- 296 Parking Stalls



3

MC33 – 3320 Highland Drive

- Technical Review
- 119 Dwellings
- 25,484 SF Commercial Area
- 247 Parking Stalls











The Archer – 3055 S Richmond St

- Technical Review
- 78 Dwellings
- 4,421 SF Commercial Area116 Parking Stalls





Millcreek Common North

- CCOZ Pre-Application
- 58 Dwellings
- 12,117 SF Commercial Area
- 116 Parking Stalls



E Gunn Ave

6





MC29 – 3179 S Highland Drive

- **CCOZ Pre-Application**
- 3 story medical office
- 21,000 SF Commercial Area
- 71 Parking Stalls

120

121

122

123

124 125

126 127

128

■ 3300 S

ATTACHMENT B

Visual Presentation by Ms. Townsend



WASATCH FRONT REGIONAL COUNCIL

WASATCH FRONT REGIONAL COUNCIL

Transportation and Land Use Connection

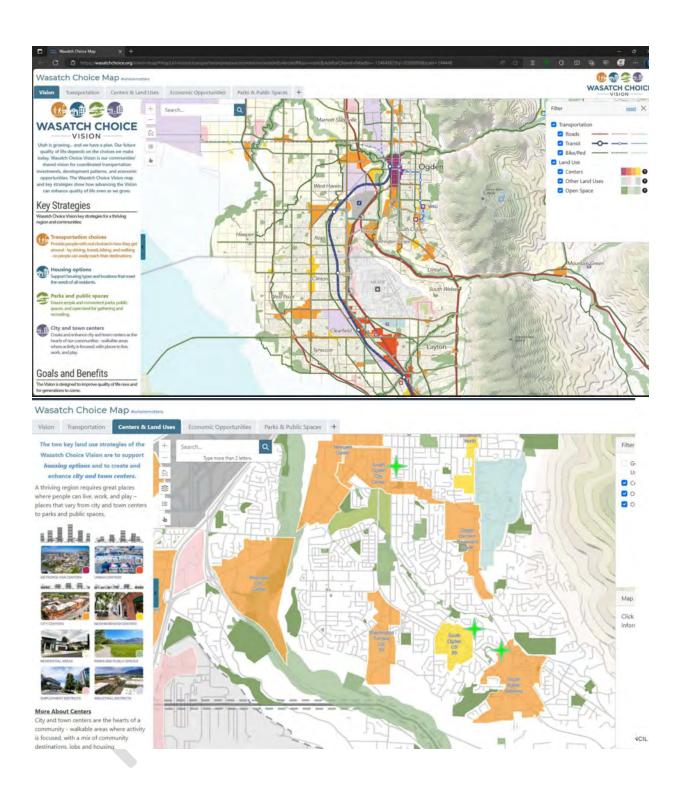
Planning technical assistance,

GOALS:

- Maximize the value of investment in public infrastructure
- Enhance access to opportunities
- Increase travel options to optimize mobility
- Create communities with opportunities to live, work, and play

...implementing the Wasatch Choice Vision and achieving community objectives







Transportation and Land Use Connection

Technical Assistance for...



POLICIES, ORDINANCES

■ IMPLEMENTATION STRATEGIES



~ \$2 million annually, for technical assistance through consultants and staff











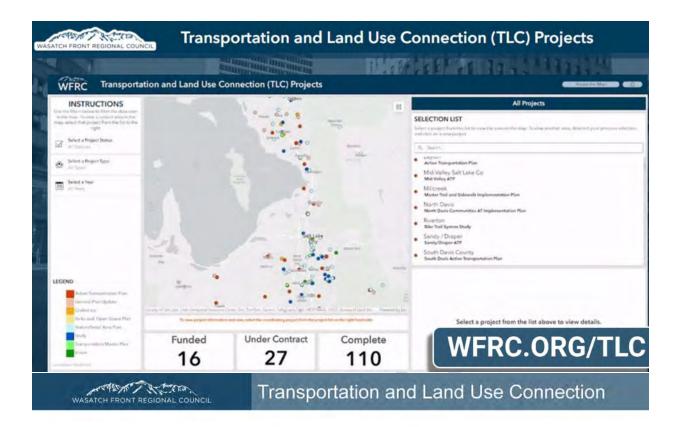
Center Plans and Implementation Strategies











- ANNUAL FUNDING: ~\$2 million
- LETTER OF INTENT DUE: end of September 2024
- APPLICATION DUE: early December 2024
- PROJECT ANNOUNCEMENT: March 2025



Megan Townsend Community and Economic Development Director mtownsend@wfrc.org 801.404.8925



ATTACHMENT C

Handout from Ms. Merrill

CATALYTIC PROJECT PRIORITIZATION

South Ogden Planning Commission June 8, 2023

PLANS AND STUDIES

Priority 1: Conduct a feasibility study to implement two grade-separated or at-grade street crossings along Washington Boulevard, implement results (item 2).

Priority 2: Conduct feasibility studies for the proposed trail corridors and create streetscape standards for South Ogden's centers (Items 4 & 6).

Priority 3: Design the City Center west of Washington Boulevard as a thriving and vibrant mixed-use center, including the creation of a Small Area Master Plan for a community gathering place. (Items 1 & 9).

PROGRAMS AND MONITORING

Priority 1: Promote business in South Ogden by continuing to push "Shop South Ogden" and by incorporating art into the City's annual budget and organizing an arts committee to help plan and implement art throughout the city (Items 3 & 10).

Priority 2: Create a street tree program to promote tree planting and removal of hazardous trees. Expand South Ogden's urban forest along its major corridor, and partner with nonprofits to educate residents on tree selection and care. (Items 6 & 13).

Priority 3: Incentivize appliance and landscape retrofits, secondary water meters, smart irrigation timers, water rates and pricing, and fines. (Item 7).

Priority 4: Expand public education efforts to encourage efficient watering, waterwise landscaping, use of low-flow plumbing fixtures, and other water-saving practices (Item 16).

DESIGN AND CONSTRUCTION

Priority 1: Convert City Hall into an exemplary water-wise landscape and demonstration area (Item 5).

Priority 2: Construct the proposed bicycle and pedestrian facilities butlined in the Active Transportation Plan, including the multi-use trail along US-89/Washington Blvd. (Items 3 & 6).

Priority 3: Design and implement the gateways, nodes, landmarks, and streetscape improvements (improved sidewalks, pedestrian crossings, street trees, etc.) identified in the General Plan (items 4 & 7).



IMPLEMENTATIO

The established goals and policies in the preceding chapters are only the first step toward realizing the vision for South Ogden's future. To ensure success, this chapter provides and prioritizes a list of "catalytic projects," which are tangible, project oriented actions that will help realize the vision outlined in this plan.

CATALYTIC PROJECT ASSESSMENT

Key catalytic projects were extracted from the implementation measures in each chapter. These projects are recommended for prioritized implementation to ensure the City grows and develops as envisioned. The catalytic projects are classified into three categories: Plans & Studies, Programs & Monitoring, and Design & Construction, and presented in order of priority in Tables 7.1 - 7.3. A project's Priority Score determines its recommended phasing, with a score higher than 15 indicating high-priority (completion within five years), a score between 18 and 15 indicating medium-priority (completion within 5-10 years), and a score lower than 18 indicating low-priority (completion within 10 - years). The relevant chapters for each item are indicated by the symbols below:











Chapter 2: Land Use & Placomaking

Chapter Transportat

Chapter 4: Economic Development

Housing

Water Use & Preservation

METRICS

The following three metrics were used to calculate the Priority Scores for each catalytic projects. Each metric was scored with different weights to account for the varying level of importance of each in community development.

COST

Assesses the overall public costs required to implement each project. Cost categories are divided into Low (<\$500,000, 9 points), Medium (\$500,000-\$5.000,000, 6 points), and High (>\$5.000,000, 3 points) categories.

POSITIVE COMMUNITY IMPACT

Assesses the potential positive impact on the community, using the overarching community goals and objectives as the basis. Categories are divided into High (6 points), Medium (4 points), and I ow (2 points) levels of positive impact.

EASE OF IMPLEMENTATION

Assesses the relative ease or difficulty of implementing the various catalytic projects, which is a relatively subjective assessment. Categories are divided into easy (3 points), moderate (2 points), and difficult (1 point) to implement.

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SOUTH OGDEN CITY BENERAL PLAY 2023

USING THE MATRICES

The matrices are intended to assist with setting funding and implementation priorities, provide direction on future decisions, and assist with documenting implementation progress for the achievements recommended in this plan. It is a "living" assessment tool that can be easily modified and adjusted to meet the City's changing needs. As such it should be reviewed and revised on a regular basis. Ultimately, the matrices serve as checklists to monitor progressover time.

HOUSING STRATEGIES

It should be noted that the actions required to implement the housing strategies established in the City's Moderate-Income Housing Report are not included in the following matrices since the strategies are evaluated and modified annually according to state code. Regardless, actions addressing these strategies should be top priority for the City, as they are fundamental to obtaining transportation funding from the State.

CATALYTIC PLANS & STUDIES

TABLE 7.1 - CATALYTIC PLANS & STUDIES

ACTION ITEMS	SCORING GRITERIA						PRIDRITY	PHASING
TEM 1								
Create a Small Area Master Plan for a community gathering place,		\$		High 6		Easy		
establishing the site, details and function of the space. Consider actively		SS		Medium 4		Moderate 2		
orogramming this new public amenity to attract business activity and enhance the economic benefits from the investment of public funds.	\$55	Teapar	Low 2	ivel	Difficult 1	16	0-5 Years	
TEM 2			_			-		
Conduct a study to determine feasibility of implementing two grade-separated	Ī	\$ 9		High 6		Easy 3		
or at-grade street crossings along Washington Boulevard, Implement	, itali	\$\$.6	mbart	Medium	Elise	Moderate 2	16	0-5 Years
results.		\$\$\$		Low		Difficult		

CHAPTER 7: IMPLEMENTATION

139



TABLE 7.1 - CATALYTIC PLANS & STUDIES CONTINUED

ACTION ITEMS			sc	ORING CRI	PRIDRITY	PHASING		
ITEM 3 Develop a traffic calming plan and secure funding to implement.	Cost	\$ 9 \$\$	mpact	High 6 Medium	asc	Easy 3 Moderate	16	0-5 Year
		5 \$\$\$ 3		Low 2	-	2 Difficult		
ITEM 4								
Conduct feasibility studies for the trail corridors outlined in this plan and apply		\$ 9		High 6		Easy 3		
for funding to design and construct them. Ensure trail amenities such as enhanced street crossings, shade trees.	1XI	\$\$	mpace	Medium 4	Fasc	Moderate y	16	0-5 Year
lighting, trailheads, trash receptacles, and benches are incorporated.	\$\$\$ \$\$\$	Im	Low 2	Ea	Difficult I		o-o rears	
ITEM 5					_			
Conduct a Park System Inventory and Conditions Assessment to ensure playground equipment, parking lots		\$ 9 \$\$		High 6 Medium	ı	Easy 8 Moderate		
and park amenities are maintained and replaced as part of a scheduled	Cost	6		l l	Ease	y 2	16	0-5 Year
operations and management program.		\$\$\$ 3	\$	Low 9		Difficult I		
ITEM 6			_		_			
Create Streetscape Standards for South Ogden's Centers that include street and		\$		High 6		Easy 3		
sidewalk widths, pedestrians crossings, bicycle infrastructure, street furniture,	Cost	\$\$	Impact	Medium 1	Fase	Moderate 2	16	0-5 Year
	t trees, lighting, etc.	Difficult						

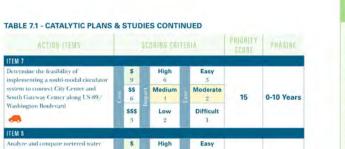






110

SOUTH OGDEN CITY GENERAL PLAN 2023



Moderate

Difficult

Easy

Moderate

Difficult

Easy

Moderate

Difficult

13

10

0-10 Years

0-10+

Years

10+ Years

\$\$

SSS

\$\$

SSS

SS

SSS

Low

Medium

Low

High

Low

ITEM 8

I. ITEM 9

ITEM 10

fields to artificial turf.

use at individual connections to help determine how water loss is occurring

and to help homeowners understand

and evaluate their own water use for water-saving opportunities.

Plan and design the City Center west of

Washington Boulevard as a thriving and vibrant mixed used center.

Investigate transforming existing park

Chapter 2 Chapter 3 Chapter 4 Chapter 6 Chapter 6





MPLEMENTATION

PROGRAMS & MONITORING

TABLE 7.2 - CATALYTIC PROGRAMS & MONITORING

ACTION ITEMS			SC	CRING CRI		IA	SCORE	PHASING
ITEM 1								
Maintain the ten-year South Ogden water conservation goal through 2032 to reduce future water use while		\$ 9		High 6		Easy 3		
maintaining a financially viable water		\$\$ 6		Medium 1	Fase	Moderate 2	17	0-5 Year
delivery system.		\$\$\$ 3		Low 2		Difficult 1		
ITEM 2								
Modify zoning in anticipation for redevelopment efforts		\$ 9		High 6		Easy 3		
		\$\$ 6		Medium 1	Fase	Moderate 2	16	0-5 Year
		\$\$\$ 3		Low 2		Difficult 1		
ITEM 3								
Create an annual budget item for public art and create an arts committee to		\$		High 6		Easγ 3		
help selects sites and art pieces and apply for funding. Incorporate Public		\$\$		Medium 4	Fase	Moderate 2	16	A F W
Art throughout the City, particularly throughout the City's centers, major corridors, and parks and trail system.	Cost	\$\$\$ 3	Imp	Low 2	Fa	Difficult	16	0-5 Years
ITEM 4	_		_	4				
Establish a Water Conservation Committee		\$	ij	High 6		Easy 3		
	Cost	\$\$ 6		Medium	Fase	Moderate 2	16	0-5 Years
Ä		\$\$\$ 3		Low 2		Difficult 		
ITEM 5								
Implement and improve established landscape codes and design standards		\$		High 6		Easy 3		
with a goal of reducing water use.		\$\$ 6		Medium	Ease	Moderate 2	16	0-5 Year
Z.		\$\$\$	P	Low 2		Difficult		

Charles Charles Charles Charles

CHAPTER 7: IMPLEMENTATION

112

111

SOUTH OGDEN CITY GENERAL PLAN 2023



Difficult

Easy

Moderate

Difficult

14

\$\$\$

\$\$

\$\$\$

Low

Medium

Low

Relevant Chapters:

"Shop South Ogden" to encourage local residents to support the businesses

located throughout South Ogden,

Į,

CHAPTER 7: IMPLEMENTATION

143

0-10 Years

~

IMPLEMENTATION

TABLE 7.2 - CATALYTIC PROGRAMS & MONITORING CONTINUED

ACTION ITEMS			SC	DRING CHI	TEF	(IA	PRIDRITY SCORE	FHASING
ITEM 11								
Approach property owners of key undeveloped and underutilized sites as well as business owners and express the commercial and retail opportunities available in South Ogden.	Cost	\$ 9 \$\$ 6 \$\$\$ 3	Impact	High 6 Medium 1 Low 2	Lase	Basy 3 Moderate 2 Difficult 1	14	0-10 Year
ITEM 12	-		•		-			
Recruit businesses that are currently lacking in South Ogden and the surrounding area and express the opportunities available in South Ogden	ost	\$ 9 \$\$ 6	npact	High 6 Medium 4	Lase	Easy 3 Moderate	14	0-10 Years
nd the warm support they will receive then locating here.	Cost	sss 3		Low 2	- 2	Difficult 1		U-10 Teals
ITEM 13								
Grow South Ogden's Urban Forest; particularly along its major corridors. Establish partnerships with non profits to help provide education and disseminate information to residents regarding tree species aelection.		\$ 9 \$\$ 6		High 6 Medium 4		Easy 3 Moderate		0-10 Years
planting, pruning, and similar needs, lestablish a bazard tree removal program to assist homeowners with the removal of hazardous trees that might otherwise be cost prohibitive.	Cost	\$\$\$ 3		Low 2		Difficult 1	14	
ITEM 14	_		_					
Amend development code to require robust pedestrian and cyclist infrastructure for all future developments.	Cost	\$ 9 \$\$ 6	Impact	High 6 Medium 1	Bases	Easy 3 Moderate 2	14	0-10 Years
♣ ≝		388		Low		Difficult I		

Relevant Chapters:

111 SOUT

SOUTH OGDEN CITY GENERAL PLAN 2023



IMPLEMENTATION

IMPLEMENTATION

DESIGN & CONSTRUCTION

TABLE 7.3 - CATALYTIC DESIGN & CONSTRUC	CTION

ACTION ITEMS			SC	ORING CRI	TER	NA	PRIORITY SCORE	PHASING	
ITEM 1									
Design and implement a unilied system of South Ogden City branded signs, furnishings and gateways.	Cost	\$ 9 \$\$ 6 \$\$\$	Impact	High 6 Medium 4 Low	Base	Easy 3 Moderate 2 Difficult 1	16	0-5 Years	
ITEM 2		_	_						
Design and construct a new park on the west side of Washington Boulevard as part of creating a premier entertainment destination in South Ogden.	Cost	\$ 9 \$\$ 6 \$\$\$ 3		High 6 Medium 4 Low 2	Lasc	Easy 3 Moderate 2 Difficult 1	14	0-10 Years	
ITEM 3			_						
Design and construct the proposed bicycle and pedestrian facilities outlined in the Active Transportation Plan, including bike boulevards/lanes and street crossings.	Cost	\$ 9 \$\$ 6 \$\$\$ 8		High 6 Medium 1 Low 2	Base	Easy 3 Moderate 2 Difficult 1	14	0-10 Years	
ITEM 4	_		_	1	_				
Design and implement identified South Ogden gateways, nodes and landmarks,	Cost	\$ 9 \$\$ 6 \$\$\$	Impact	High 6 Medium 1 Low 2	Lasc	Easy 3 Moderate 2 Difficult	12	0-10+ Years	
ITEM 5	_		_						
Convert City Hall into a exemplary water-wise landscape and demonstration area	Cost	\$ 9 \$\$ 6 \$\$\$	Umpact	High 6 Medium 4 Low	Ease	Easy 3 Moderate 2 Difficult	12	0-10+ Years	

elevant Chapters:

CHAPTER 7: IMPLEMENTATION

145

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SOUTH OGDEN CITY GENERAL PLAN 2023

TABLE 7.2 - CATALYTIC PROGRAMS & MONITORING CONTINUED

\$\$

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SSS

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13

13

12

10

10

0-10 Years

0-10 Years

0-10+

Years

0-10+

Years

0-10+

Years

0-10+

Years

ACTION ITEMS

needs for higher-density development.

Expand public education efforts to

provide a more comprehensive program that encourages efficient watering of

drought-resistant plants, use of low-flow plumbing fixtures, and other water-

favns and gardens, landscaping with

Provide assistance with urban infrastructure to help entice the right mix of businesses to City Center.

Replace leaky and aging waterlines as part of a scheduled upgrading process,

Meter water use at City parks and

water conservation.

facilities to help identify potential water use concerns and opportunities for

Transform the area around City half into "old town" cultural hub of the City.

🦟 🔐 🍅

saving practices.

ITEM 18

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工

ITEM 17





MINUTES OF THE SOUTH OGDEN CITY COUNCIL WORK SESSION AND CITY COUNCIL MEETING

TUESDAY, MAY 7, 2024

WORK SESSION - 5 PM IN EOC ROOM

COUNCIL MEETING - 6 PM IN COUNCIL ROOM

WORK SESSION MINUTES 1 2 3 COUNCIL MEMBERS PRESENT Mayor Pro Tem Mike Howard, Council Members Susan Stewart, Jeanette Smyth, Doug 4 5 Stephens, and Jeremy Howe 6 7 COUNCIL MEMBERS EXCUSED 8 Mayor Russell Porter 9 10 STAFF MEMBERS PRESENT 11 City Manager Matt Dixon, Assistant City Manager Doug Gailey, Finance Director Steve 12 Liebersbach, Parks and Public Works Director Jon Andersen, Police Chief Darin Parke, 13 Deputy Fire Chief Brandon Storey, and Recorder Leesa Kapetanov 14 15 OTHERS PRESENT 16 No one else was present 17 18 19 Note: The time stamps indicated in blue correspond to the audio recording of this 20 meeting, which can be found by clicking the link: 21 https://cms7files.revize.com/southogden/document_center/Sound%20Files/2024/CC240507_1501.mp3 22 or by requesting a copy from the office of the South Ogden City Recorder. 23 24 25 CALL TO ORDER 26 **I**. 27 Mayor Pro Tem Howard called the work session to order at 5:06 pm and entertained a motion 28 to begin

00:00:00

Council Members Stewart, Howard, Smyth, Stephens, and Howe all voted aye.

Council Member Stephens so moved, followed by a second from Council Member Stewart.

29

30 31

32

333435

36 II. REVIEW OF AGENDA 37 No one requested a review of agenda items 38 39 40 DISCUSSION ITEMS 41 |||. 42 A. FY2025 Tentative Budget 43 City Manager Dixon and Finance Director Steve Liebersbach gave an overview of the 44 tentative budget during which council members asked questions 00:01:28 45 46 47 B. Fleet Lease Agreement There was no time left to discuss this item 48 49 50 51 **ADJOURN** 52 IV. 53 At 6:01 pm, Mayor Pro Tem Howard called for a motion to adjourn the work session 54 00:56:30 55 56 Council Member Stewart so moved, followed by a second from Council Member Smyth. All 57 present voted aye.

58 59	COUNCIL MEETING MINUTES
60	COUNCIL MEMBERS PRESENT
61	Mayor Russell Porter, Council Members Susan Stewart, Mike Howard, Jeanette Smyth,
62	Doug Stephens, and Jeremy Howe
63	
64	STAFF MEMBERS PRESENT
65	City Manager Matt Dixon, Assistant City Manager Doug Gailey, Finance Director Steve
66	Liebersbach, Parks and Public Works Director Jon Andersen, and Recorder Leesa
67	Kapetanov
68	
69	MEMBERS OF THE PUBLIC PRESENT
70	Bruce & Joyce Hartman, Margaret Rose, Nate Allen
71	
72	Note: The time stamps indicated in blue correspond to the audio recording of this
73	meeting, which can be found by clicking this link:
74 75	https://cms7files.revize.com/southogden/document_center/Sound%20Files/2024/CC240507_1602.mp3
75 76	or by requesting a copy from the office of the South Ogden City Recorder.
70 77	
77 78 I .	OPENING CEREMONY
79	A. Call To Order
80	Mayor Porter called the meeting to order at 6:07 pm and entertained a motion to begin
81	00:00:00
82	
83	Council Member Smyth so moved. The motion was seconded by Council Member Howe.
84	In a voice vote Council Members Stewart, Howard, Smyth, Stephens, and Howe all voted
85	aye.
86	
87	B. Prayer/Moment of Silence
88	The mayor led those present in a moment of silence
89	
90	C. Pledge Of Allegiance
91	Council Member Stewart led everyone in the Pledge of Allegiance
92	, , , ,
93	
94 II.	PRESENTATIONS
95	A. Margaret Rose, Executive Director of YCC Family Crisis Center
96	00:00:52
97	• Ms. Rose used visuals as part of her presentation. See Attachment A.
98	Questions from Council Members

99	00:21:00
100 101 102	B. Nate Allen, Executive Director of Utah Approves on Approval Voting 00:29:28
103 104	• Mr. Allen also gave a visual presentation. See Attachment B.
105	
106 III.	PUBLIC COMMENT
107 108 109 110 111	• There were no comments from those in the council chambers. The mayor announced online comments would be open until 7:00 pm.
112 IV.	RESPONSE TO PUBLIC COMMENT
113 114	Not applicable at this time
115	CONCENT ACENDA
116 V .	CONSENT AGENDA A. Approval of March 19, 2024 and April 2, 2024 Minutes Council Minutes
118 119 120 121 122 123 124	 B. Advice and Consent of the Appointment of Norbert Didier to the Planning Commission C. Set Date for Public Hearing (June 18, 2024 if no property tax increase is anticipated, or August 6, 2024 if the City goes through the Truth In Taxation process to increase property taxes) to Receive and Consider Comments on the FY2025 Budget The mayor read through the consent agenda 00:45:48 Comment from Council Member Stephens
125	00:46:36
126 127 128	• Mayor Porter called for a motion to approve the consent agenda 00:47:00
129	Council Member Smyth so moved. The motion was seconded by Council Member Stephens. The
130	mayor asked if there further questions. Council Member Stewart asked some questions about the
131	budget public hearings. Mayor Porter called a voice vote. The voice vote was unanimous in favor
132	of the motion.
133	
134	DISCUSSION/ACTION ITEMS
135 VI. 136	DISCUSSION/ACTION ITEMS A. Consideration of Resolution 24-09 – Approving Interlocal Agreement with Weber County for
137	Use of RAMP Grant Funds
138	• Staff overview 00:47:57
139	• Discussion 00:50:09

140		• The mayor called for a	motion to approve Resolution 24	-09 with the correction brought up
141		during discussion	00:51:30	
142				
143		Council Member Howard s	so moved. Council Member Ste	phens seconded the motion. The
144		mayor called the vote:		
145			Council Member Stewart-	Yes
146			Council Member Howard-	Yes
147			Council Member Smyth -	Yes
148			Council Member Stephens -	Yes
149			Council Member Howe -	Yes
150				
151		Resolution 24-09 was appro	oved.	
152		11		
153	В.	Consideration of Resolution	24-10 – Adopting the FY2025 To	entative Budget
154		Staff overview	00:51:55	
155		 Discussion 	00:58:06	
156			to go through the Truth in Taxati	on Process
157			01:02:41	
158		Mayor Porter called for	a motion to approve Resolution	24-10, with plans to go through
159				g date for the final budget August
160		6, 2024.	recess, making the patient nearing	, date for the intar oddget rugust
161		0, 2021.	01:07:03	
162			01.07.03	
163		Council Member Smyth so	moved followed by a second fr	rom Council Member Stephens.
164			on whether they should add remove	-
165				oen right now. The mayor made a
166		roll call vote:	icternation it did not need to napp	the fight how. The mayor made a
167		Ton can vote.	Council Member Howe -	Yes
168			Council Member Stephens -	Yes
169			Council Member Smyth -	Yes
			Council Member Howard-	Yes
170			Council Member Stewart -	
171 172			Council Member Stewart -	Yes
		The EV2025 Tentestine Dead	lock was a dankad	
173		The FY2025 Tentative Bud	iget was adopted.	
174		D. A.	1.1 1.11 1: 1: 1:	1 1 1 1
175		Mayor Porter announce	ed there had been no online public	c comments submitted
176			01:07:51	
177	~			
178	C.		24-11 – Ratifying an Agreement	t With Spohn Ranch for
179		Construction of the 40th Stre		
180		• Staff overview	01:07:55	
181		There was no discussion		
182		• The mayor called for a	motion to approve Resolution 24	-11
183			01:10:25	

184 185 Council Member Stephens moved to adopt Resolution 24-11. The motion was seconded 186 by Council Member Smyth. The mayor called the vote: 187 188 Council Member Howard -Yes 189 Yes Council Member Stephens -190 **Council Member Smyth -**Yes 191 Council Member Stewart -Yes 192 Council Member Howe -Yes 193 194 Resolution 24-11 passed. 195 196 **D.** Consideration of Resolution 24-12 - Ratifying the Purchase of Five Fleet Vehicles and 197 Approving the Purchase of Ten Fleet Vehicles Staff overview 198 01:10:43 199 Discussion 01:16:30 200 Mayor Porter called for a motion to approve Resolution 24-12 with the following changes: 201 remove the first two "Whereases", and the language below that about purchasing the 202 additional ten vehicles 203 Council Member Howard so moved. Council Member Howe seconded the motion. The 204 205 mayor asked if there were any more questions. Council Member Stephens clarified that the City was not purchasing the additional ten vehicles. He was told the City planned to purchase 206 207 them in the future, but wanted some more information about them before approving the 208 purchase that evening. Mayor Porter made a roll call vote: 209 210 Council Member Howe -Yes 211 **Council Member Smyth -**Yes 212 **Council Member Stewart -**Yes Council Member Howard-213 Yes 214 **Council Member Stephens -**Yes 215 216 The motion stood. 217 218 Direction on Feasibility Study for South Weber County Fire District E. 219 Staff overview 01:27:56 Discussion 220 01:40:06 221 The mayor asked if any of the council members were against paying for the feasibility 222 study. No one indicated they were. That was staff's direction to prepare a contract for the 223 Council's consideration. 01:47:29 224 225

226227

228 229VII. 230 231 232 233 234 235 236	DISCUSSION ITEMS A. Moderate Income Housing • Staff overview • Discussion • Staff was instructed to o	01:47:50 02:00:32 come back with more info	ormation on the two options discussed
237 III. 238 239 240 241 242 243 244	A. City Council Members Council Member Howe - Council Member Smyth - Council Member Stewart - Council Member Howard- Council Member Stephens	Nothing to report 02:17:31 Nothing to report Nothing to report	
245 246 247 248	B. <u>City Manager</u> -C. <u>Mayor-</u>	02:24:16 02:27:24	
249 VI. 250 251 252 253	• At 8:35 pm, Mayor Porter cal	led for a motion to adjour 02:30:00	rn.
254 255 256 257 258 259 260 261 262 263 264	Council Member Howard so movoice vote was unanimous in favo		and from Council Member Howe. The
265 266 267 268 269 270	I hereby certify that the foregoing is a tand Council Meeting held Tuesday, M Leesa Kapetanov, City Recorder	ay 7, 2024.	Date Approved by the City Council

ATTACHMENT A

Presentation by Ms. Rose



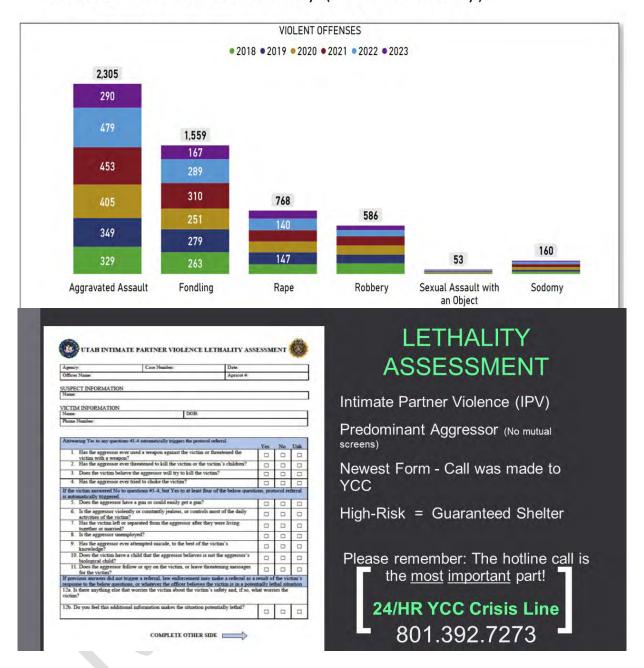
Margaret Rose, MS MPH Executive Director May 7, 2024 South Ogden City Council

Our Mission

YCC supports individuals and families impacted by domestic and sexual violence through **safety**, **advocacy**, **and resources** on their journey to safe and healthy lives.



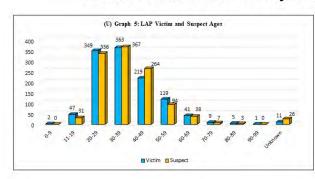
Violence in Our Community (Weber County)

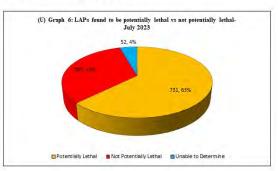


Summer/July 2023 LAP Data

- May-June 2023- 1,882 LAPs
- July 2023- 1,166 LAPs

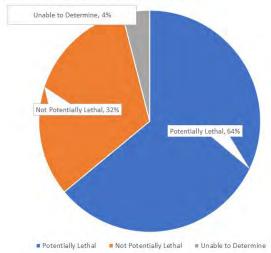
****In ALL of 2022 there were just over 4,500 LAPs by LE





Lethality Assessment Program (LAP) by Law Enforcement

August 2023 LAP Outcomes (1,015 by 106 agencies)



July 2023 LAP Data

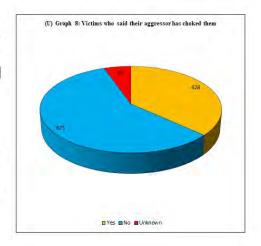
243: victims threatened at some point w/weapon

335: victims said aggressor threatened to kill them/their children

337: believe the aggressor will kill them

428: said aggressor has tried to choke them (37%)

384: said the aggressor has a gun/can easily get one



Question #5

"Has he/she ever tried to choke you?"

Strangulation has been identified as one of the most lethal forms of domestic violence and sexual violence; unconsciousness may occur within seconds and death within minutes.

Odds for homicide increase 750% for victims who have been previously strangled, compared to victims who have never been strangled.

The majority of strangulation attacks do not leave any visible external injuries on the victim.

"We used to think all abusers were equal. They are not. Our research has now made clear that when a man puts his hands around a woman's neck, he has just raised his hand and said, "I'M A KILLER." They are more likely to kill police officers, to kill children, and to later kill their partners."



Casey Gwinn, Co-Founder, Training Institute on Strangulation Prevention

Alliance for HOPE International, Understanding the Realities of Strangulation (2019)

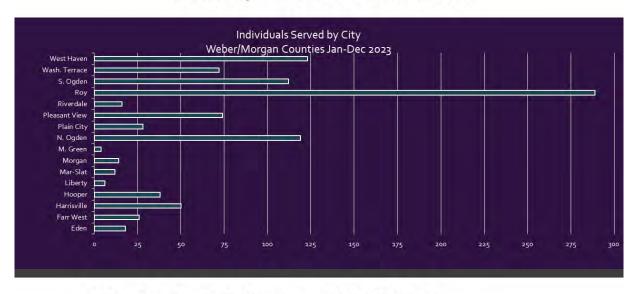
YCC SERVICES (BY INDIVIDUAL) IN WEBER/MORGAN COUNTIES

- In 2023, YCC served 2171 individuals residing in Ogden City and 1749 individuals throughout Weber/Morgan Counties.
- The following are the top 3 cities excluding Ogden:
 - · Roy, 289
 - · West Haven, 123
 - · North Ogden, 119
- These data represent individuals willing to share their current location at the time of services. It is not required to receive services.

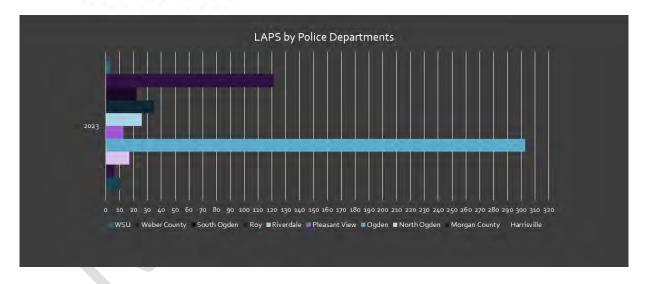
YCC SERVICES BY CITY



CITIES SERVED <u>OUTSIDE OF OGDEN</u> IN WEBER/MORGAN COUNTIES



TOTAL LAPS FOR 2023 BY POLICE DEPARTMENT



VICTIMS AND SERVICES

- •DVSPs saw an increase in referrals by 86% since July 1, 2023
- 70% of victims referred chose to engage with services (74% at YCC)
- •88% of victims had never previously engaged with services

Stats Across YCC FY22 and FY23 (pre-LAP)



5,603 / 8,185 Crisis Calls



1,715 / 1,819Hours of Therapy Provided



7,736 / 13,643 Shelter Nights*



2,698 / 1,036
Protective Order Follow
Up/Court Accompaniment



933 / 881 Individuals Attending Domestic Violence Classes



18,418 / 25,817 Meals for Shelter, Childcare and Head Start Program





What you can expect from YCC

- LAP Training for officers
- LAP support for victims
- 24/7/365 Response
 - On-scene and strangulation exams
- PO assistance
- Shelter and support for victims

By Connecting Victims with Services:

- Decrease the number of repeat responses by LE
- Decrease the number of assaults, homicides...

Funding Needed to Support Citizens and Services

City		2022 Population	% of Pop	% of Funding
Weber County	Utah	269561	100%	\$ 150,000.00
Farr West city	Utah	8027	2.98%	\$ 4,466.71
Harrisville city	Utah	6876	2.55%	\$ 3,826.22
Hooper city	Utah	9300	3.45%	\$ 5,175.08
Huntsville town	Utah	593	0.22%	\$ 329.98
Marriott-Slaterville city	Utah	2206	0.82%	\$ 1,227.55
North Ogden city	Utah	21855	8.11%	\$ 12,161.44
Ogden city	Utah	86825	32.21%	\$ 48,314.67
Plain City city	Utah	8321	3.09%	\$ 4,630.31
Pleasant View city	Utah	11258	4.18%	\$ 6,264.63
Riverdale city	Utah	9285	3.44%	\$ 5,166.73
Roy city	Utah	38785	14.39%	\$ 21,582.31
South Ogden city	Utah	17716	6.57%	\$ 9,858.25
Uintah town	Utah	1422	0.53%	\$ 791.29
Washington Terrace city	Utah	9160	3.40%	\$ 5,097.18
West Haven city	Utah	22395	8.31%	\$ 12,461.93
Unincorp. Weber County	Utah	15537	5.76%	\$ 8,645.72
*Weber County Coverage	Utah	269561	10.00%	\$ 15,000.00

^{**}Victims are 70 times more likely to be killed in the two weeks after leaving than at any other time during the relationship**

Law Enforcement + City Partnerships + YCC Services =

An infrastructure of safety and support throughout our county



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ATTACHMENT B

Presentation by Mr. Allen



Approval Voting

Savings, Simplicity, and Security

What is Approval Voting?

- · Voting 'yes' or 'no' for each candidate, rather than 'yes' to only one
- The candidate with the most 'yes' votes, the highest approval rating, wins



How is Approval Different?

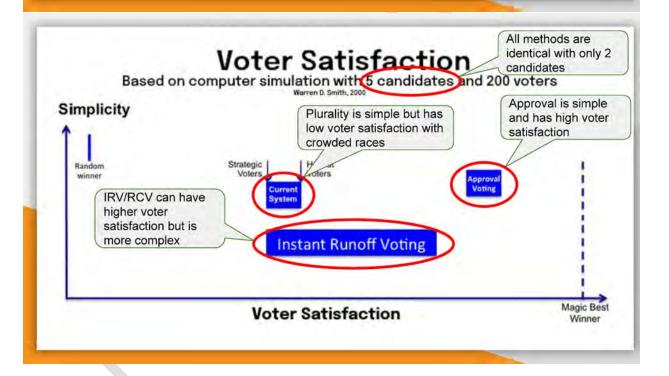
	Current System (Plurality)	Approval Voting
Elects based on	Exclusive support	Favorability rating
Tends to favor	Candidates with a passionate base of support	Candidates with broad-based appeal
Works well with	Races with only 2 candidates	Races with any number of candidates

Why Approval Voting?

- Better reflects voter values
- Produces broadly supported consensus winners
- Limits vote splitting and spoiled elections
- Incredibly cost-effective
- Cost savings (if no Primary Election)
- · Secure, transparent, easily audited
- Simple and easy to administer and explain
- More expressive



Voter Values and Consensus Candidates Plurality Election Approval Election 2020 Rep. Gubernatorial Primary 2021 St. Louis Mayoral Primary Higher winning percentage gives Spencer Cox Jon Huntsman Jr. Greg Hughes Thomas Wright ■ Tishaura Jones ■ Cara Spencer ■ Lewis Reed ■ Andrew Jones winner stronger mandate to lead Shows true levels of support for each candidate No splitting the vote -> Broadly supported candidates Candidates have a simple strategy: 25 appeal to as many people as possible Vote %



Security and Administration

- · Precinct summable unlike other alternatives
- The county clerks have stated approval voting is the only alternative that "has an audit trail they are comfortable with"
 - Ricky Hatch, Weber County Clerk, is supportive of implementing approval voting if cities want to try it
- Fewer spoiled ballots

Cost-Effectiveness

- · No new voting machines or software
- Ballot size stays the same (mail-in and printing)
- Voter education is extremely cost efficient and simple
 - Candidates don't need to explain the method
- No additional cost for administration like RCV

Number of participating municipalities	Allocated costs	Number of participating municipalities	Allocated
1	\$ 36,156	13	\$ 2,781
2	\$ 18,078	14	\$ 2,583
3	\$ 12,052	15	5 2,410
4	\$ 9,039	16	\$ 2,260
5	\$ 7,231	17	\$ 2,127
6	\$ 6,026	18	\$ 2,009
7	\$ 5,165	19	\$ 1,903
8	\$ 4,520	20	5 1,808
9	5 4,017	21	5 1,722
10	\$ 3,616	22	\$ 1,643
- 11	\$ 3,287	23	\$ 1,572
12	\$ 3013		

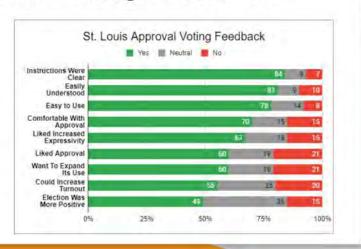
Additional RCV Costs

*Estimated	Ranked	Approval
Costs	Choice	Voting
Voter Education	\$25,290	\$8,430

*Estimates based on per capita spending by other cities

Where has Approval Voting been used?

- International Elections
 - Papal Conclaves
 - Venice, Italy
 - Greek Legislature
 - UN General Secretary
- US Elections
 - o Fargo, ND
 - St. Louis, MO



Comparison of Voting Systems

	Current System	Approval	Ranked Choice
Cost	High (2 elections)	Low (1 election)	Moderate
High Winning Percentage	No	Yes	Yes (Artificial)
Voter Satisfaction	Low	High	Moderate
Ballot Spoilage	Moderate	Low	High
New Voting Software	No	No	Yes
Ballot Size	Small	Small	Large
Counting Complexity	Low	Low	High
Precinct Summable	Yes	Yes	No
Voter Education	Low	Moderate	High



385 386

5/2/2024 Date

In accordance with current City policies, I am requesting that the following property currently within the possession of this department be declared surplus to City needs:

No. of Items	Description of Property		Value of Property (or min. bid amnt.	How Value Was Determined	Recommended Means of Disposition (trade, sale by bid,
	VIN#	Make/Model/Color	accptd)		lease, salvage, destruction, donation)
1	1 FT8W3BT6PEC26504f	Ford F350 White	\$78,864	Term of Contract	Trade In
1	1 FTFW 1 ED2PFA38881	Ford F150 Agate Black	\$64,494	Term of Contract	Trade In
1	1 FTFW 1 ED1 PFA38287	Ford F150 White	\$64,494	Term of Contract	Trade In
1	1 FTFW 1 ED6PFA38396	Ford F150 White	\$64,753	Term of Contract	Trade In
1	1 FTFW1 EDXPFA38479	Ford F150 Agate Black	\$64,494	Term of Contract	Trade In
1	3C6UR5DL4PG537623	Ram 2500 White	\$63,779	Term of Contract	Trade In
1	3C6UR5DL9PG537617	Ram 2500 White	\$63,779	Term of Contract	Trade In
1	1 FTFW1 ED1 PFA38855	Ford F150 White	\$64,494	Term of Contract	Trade In
1	1 FM5K8GC3PGA01395	Ford Explorer White	\$57,787	Term of Contract	Trade in
1	1 FM5K8GC1 PGA01251	Ford Explorer White	\$57,787	Term of Contract	Trade In
1	1 FTFW 1 ED4PFA38445	Ford F150 White	\$64,689	Term of Contract	Trade In
1	1 FTFW1 ED7PFA38472	Ford F150 White	\$64,689	Term of Contract	Trade In
1	1 FTFW1 ED2PFA38721	Ford F150 White	\$64,689	Term of Contract	Trade In
1	1 FTFW1 ED4PFA46299	Ford F150 White	\$64,494	Term of Contract	Trade In
1	1 FTFW1 ED1 PFA38483	Ford F150 White	\$64,494	Term of Contract	Trade In

^{*} Value of property shall be estimated by sealed competitive bid, informal market survey, evaluation by a qualified and disinterested appraiser, or through professional publications and valuation services.

City Manager's findings:

I find that the above items are surplus to the needs of South Ogden City and the proposed disposition of this property is approved.

Matthew Dixon, City Manager



Notice is hereby given that Matthew Dixon, City Manager, has verified that the following items are surplus to the city's needs and will be utilized or disposed of as noted.

No. of Items	Description of Property		Value of Property (or min. bid amnt.	How Value Was Determined	Recommended Means of Disposition (trade, sale by bid,
	VIN#	Make/Model/Color	accptd)		lease, salvage, destruction, donation)
1	1 FT8W3BT6PEC26504f	Ford F350 White	\$78,864	Term of Contract	Trade In
1	1 FTFW 1 ED2PFA38881	Ford F150 Agate Black	\$64,494	Term of Contract	Trade In
1	1 FTFW 1 ED1 PFA38287	Ford F150 White	\$64,494	Term of Contract	Trade In
1	1 FTFW 1 ED6PFA38396	Ford F150 White	\$64,753	Term of Contract	Trade In
1	1 FTFW1 EDXPFA38479	Ford F150 Agate Black	\$64,494	Term of Contract	Trade In
1	3C6UR5DL4PG537623	Ram 2500 White	\$63,779	Term of Contract	Trade In
1	3C6UR5DL9PG537617	Ram 2500 White	\$63,779	Term of Contract	Trade In
1	1 FTFW1 ED1 PFA38855	Ford F150 White	\$64,494	Term of Contract	Trade In
1	1 FM5K8GC3PGA01395	Ford Explorer White	\$57,787	Term of Contract	Trade In
1	1 FM5K8GC1 PGA01251	Ford Explorer White	\$57,787	Term of Contract	Trade In
1	1 FTFW 1 ED4PFA38445	Ford F150 White	\$64,689	Term of Contract	Trade In
1	1 FTFW1 ED7PFA38472	Ford F150 White	\$64,689	Term of Contract	Trade In
1	1 FTFW1 ED2PFA38721	Ford F150 White	\$64,689	Term of Contract	Trade In
1	1 FTFW1 ED4PFA46299	Ford F150 White	\$64,494	Term of Contract	Trade In
1	1 FTFW1 ED1 PFA38483	Ford F150 White	\$64,494	Term of Contract	Trade In

The City Council will consider the items at their May 21, 2024 council meeting, at which time they may declare the property surplus and it be disposed of in the manner indicated above, or request a public hearing concerning the surplus property be held in conjunction with a regularly scheduled city council meeting.

Posted and sent to the governing body this 2nd day of May, 2024.

Leesa Kapetanov City Recorder

STAFF REPORT

SUBJECT: Consideration of Whether Chickens And/Or Fowl

Should Be Allowed in South Ogden City

AUTHOR: Mark Vlasic

DEPARTMENT: Planning

DATE: May 21, 2024



OVERVIEW

A city resident has approached the City Council to request legalizing the keeping of birds like chickens, quails, ducks and geese in South Ogden. At present no livestock of any kind is allowed to be kept within the city limits. The City Council has since directed the Planning Commission to consider the request, and provide a recommendation for consideration by the council.

BACKGROUND

Similar requests were made in 2011 and 2015, resulting in no changes to the code. The current request was considered by the Planning Commission during the April 11, 2024 meeting, and in which a few members of the public attended and provided thoughts and information, mainly in favor of permitting the keeping of chickens and fowl in the city. After some discussion, the Planning Commission directed staff to organize a Public Hearing for this evening to receive additional public input. They also directed staff to provide more information on how other communities in the region deal with the keeping of chickens and fowl.

DISCUSSION

Keeping chickens in the city has arisen on at least two occasions in the past (2011 and 2015), with no changes made to allow such use. In 2015 the City Council requested a broader study of chickens, bees and other urban animals be undertaken, but it appears no follow up action was taken. The current request is similar to the previous requests.

PUBLIC SURVEY

In order to better gauge public sentiment for the issue, the City recently conducted a public survey, asking whether the participants support allowing chickens to be kept within the city limits. 877 residents responded, 76% of which supported allowing chickens and only

24% indicated they do not favor keeping chickens. Based on these findings, there appears to be broad support for keeping chickens on residential properties in South Ogden City.

After the public hearing is held, the Planning Commission should consider all the information it has gathered, including the results of the survey and the following information on how other communities have addressed the issue. You may also want to consider the ability of the City to permit and regulate the keeping of chickens/fowl before you decide how to proceed. Staff suggests that the first decision be whether the keeping of chickens should be allowed in residential zones and/or if a differentiation should be made between the keeping of chickens and the keeping of other fowl such as ducks, geese, turkeys, etc. If the answer is no to either or both of the questions, the reasons why should be clearly stated and their recommendation forwarded to the City Council. If the answer is yes to either of the questions, staff suggests the planning commission forward their positive recommendation to the City Council, with the proviso that if the council votes to allow chickens and/or fowl in residential zones, they give the Planning Commission direction to create a statute to regulate how they should be allowed.

HOW OTHER COMMUNITIES ADDRESS THE KEEPING OF CHICKENS AND FOWL

Staff has reviewed ordinances of several comparable cites, both within and beyond Weber County, as detailed at the end of this report. To summarize some of the key findings:

- South Ogden is one of two communities in Weber County that does not permit the keeping of chickens.
- Most communities that permit the keeping of chickens only allow female hens (no roosters).
- Few of the communities investigated permit keeping other fowl such as ducks and turkeys in their ordinances, with the exceptions of those that permit farm animals on large lots greater than an acre. This is probably due to the needs of the various fowl is different. For example, ducks require greater access to water to be healthy, while everything concerning a turkey is bigger: the run, the coop, the nesting boxes. They're bigger birds, so they need more space, and are optimally housed in a large shed or small barn. The more space you give them, the better they do.
- With some exceptions, the keeping of hens is generally limited to single-family lots.
- The number of hens permitted is generally based on the size of the lots.
- Most communities that permit the keeping of chickens require the animals to be kept in coops with runs (no free-running), and establish requirements regarding the size of structures, setbacks, etc.
- Most communities that permit the keeping of chickens address health issues related to the keeping of feed. They also typically prohibit the butchering of chickens and selling the eggs. Some include regulations for dealing with the disposal of dead chickens and broken eggs, and the growing of live vegetation in proximity to the coops and runs.

 Most regulations clearly state that chickens are not pets, and require a permit that can be renewed on an annual basis.

Ogden's Regulations

- 1. Residential chickens are permitted to be kept only in the rear yard of a lot or parcel that is used as an owner occupied single family dwelling where the rear yard has a minimum of two thousand (2,000) square feet of non-paved open area that is free of structures, excluding a coop and run.
- 2. Where there is sufficient yard space to allow residential chickens, the maximum number of chickens allowed is six (6). The keeping of residential chickens is solely for egg production for the use of the occupants of the owner occupied dwelling. Residential chickens shall not be slaughtered on site or used for meat. An annual license is required for the keeping of each residential chicken. Eggs or fertilizer that are produced by residential chickens are not permitted to be sold.
- 3. Residential chickens shall be maintained and contained in a chicken coop and enclosed chicken run. A coop shall be a completely enclosed structure for housing, containing and protection of the residential chickens. A run shall be enclosed on all sides, including the top, in which residential chickens are able to move around outside the chicken coop. Residential chickens are not permitted to roam freely outside of the coop or run.
- 4. The chicken coop and run shall not exceed a footprint of one hundred twenty (120) square feet nor be taller than seven feet (7') in height. Neither the coop or run shall be constructed of scrap or dilapidated materials nor use tarps or other non-rigid materials for shading or roofing. Exterior finish materials for the coop shall be typical residential exterior materials except openings may be covered in wire mesh or netting rather than glass.
- 5. No portion of a coop or run shall be located closer than five feet (5') to any property line in the rear yard or to a dwelling on the lot associated with the coop and run. In the case of a corner lot, a setback of five feet (5') to the rear yard setback line facing a street shall be kept clear of any coop or run. The five foot (5') setback area adjacent to the coop or run shall be kept clear of any vegetation except sod grass to reduce the harboring of rodents or other wildlife. A coop or run shall not be located closer than twenty five feet (25') to any dwelling structure on adjacent property.
- 6. Chicken feed shall be kept secure from rodents and other wildlife. Spillage and leftover feed must be removed daily. Chicken manure must be either placed in containers used for composting on the property or air tight containers for the manure to be disposed of offsite. No open air storage of manure is permitted on the property.

7. An initial animal license application shall also require a land use permit that shows location of coop and run, area of open rear yard, and distance to adjacent dwellings. An inspection confirming compliance to the requirements of the land use permit is required prior to the animal license being issued.

North Ogden's Regulations

A minimum of ten chickens are permitted in residential lots, increasing up to 30 chickens per acre depending on the type and size of the lot.

- 1. Chickens must be housed in a covered, ventilated, and predator resistant coop. The coop must be located in the rear yard. Coops must follow requirements for an accessory building and may not be closer than 25 feet from any dwelling on an adjacent lot. Chickens must be housed in a covered, ventilated, and predator resistant coop.
- 2. If the chickens have access to an outdoor run, the coop must have at least two (2) square feet per chicken. If chickens stay in the coop at all times, the coop must have at least six (6) square feet per chicken.
- 3. Feed must be stored in a rodent proof container. Clean water shall be made available to the chickens at all times.
- 4. Dead chickens and discarded or rotting eggs shall be removed as soon as possible but no longer than 24 hours and shall be properly disposed of.
- 5. A chicken permit must be obtained.

Riverdale's Regulations

There is no ordinance prohibiting or limiting chickens or fowl on residential lots. They are controlled as potential Nuisance Activities under Animal Control.

Washington Terrace's Regulations

The keeping of chickens and fowl are not permitted. This is the other community besides South Ogden that does not permit the keeping of chickens/fowl.

Provo's Regulations

Chickens (no roosters) regardless of age, may be kept on a lot or parcel of land in a single-family residential zone for the sole purpose of producing eggs according to the lot size and hen limitations that follow:

- Ten thousand (10,000) square feet: up to six (6)
- Nine thousand (9,000) square feet: up to five (5)
- Eight thousand (8,000) square feet: up to four (4)
- Seven thousand (7,000) square feet: up to three (3)
- Six thousand (6,000) square feet: up to two (2)
- 1. Chickens shall be confined within a secure outdoor enclosed area. The enclosed area shall include a covered, ventilated, and predator-resistant chicken coop. The coop shall have a minimum floor area of at least two (2) square feet per chicken. If chickens are not allowed to roam within an enclosed area outside the coop, the coop shall have a minimum floor area of six (6) square feet per chicken. The coop shall be located in a rear yard at least fifteen (15) feet from any property line and six (6) feet from any dwelling. The coop and enclosed area shall be maintained in a neat and sanitary condition and shall be cleaned as necessary to prevent any odor detectable at a property line. No chicken shall be permitted to roam outside the coop or enclosed area.
- 2. Chicken feed shall be stored and dispensed in rodent- and predator-proof containers.
- 3. Chickens shall not be kept on a residential lot or parcel unless the person keeping chickens first registers with the City. The registrant shall acknowledge the rules set forth in this section and shall, as a condition of filing the registration, agree to comply with such rules. The registration shall be good for one (1) year and may be renewed annually.
- 4. Chickens kept as provided in this section shall not be deemed to be household.
- 5. It shall be unlawful for any person to keep any chicken in a manner contrary to the provisions of this section. Any such violation shall be a class C misdemeanor.

Sandy's Regulations

The keeping of chickens is addressed as a household pet issue, not as food production. A total of six common household pets (dogs, cats, rabbits, ducks and chickens) may be kept on-site for family use only. Roosters are not allowed as a household pet. There are exceptions permitting up to ten chickens may be kept as long as they are not determined to be a nuisance.

Partially enclosed and/or roofed structures (e.g. barns, corrals, cages, pens, coops, kennels and runs, etc.) are encouraged to be provided and maintained for all animals kept outdoors. Such structures shall be sited at the rear of the main dwelling and at least 30 feet from neighboring dwellings and comply with all other setback and yard regulations for accessory structures (unless the parcel is over 40,000 square feet and the accessory structure is placed beyond the front or side yard setbacks.

Layton's Regulations

Farm animals shall only be allowed in the agricultural and residential suburban zones only. Not more than one (1) cow or horse and two (2) sheep or goats; 25 pheasants, chickens, rabbits, or pigeons; and ten (10) geese or ducks are permitted for every 20,000 square feet of lot area. Animals and fowl not specifically listed may be substituted for those listed of similar size. Combinations of animals and fowl are also allowed within the numbers listed for each category. An increase in numbers is allowed only by a conditional use permit for a farm industry as described in the city code.

Up to six (6) female chickens (hens) are permitted in residential zones with minimum lot sizes of lots ten thousand (10,000) square feet as follow:

- 1. A City permit is required for all chicken coops together with a \$30.00 annual permit fee. The permit may be revoked upon the conviction of the permit holder of a violation of this Section.
 - 2. A coop, pen, cage, or similar structure shall be restricted to the rear or backyard of a residential use, and shall be located not less than five feet (5') from any property line.
 - 3. No coop, pen, cage or similar structure shall exceed one-hundred twenty (120) square feet (includes coop space and chicken run) and shall be no taller than seven feet (7') at the highest point of the roof.
 - 4. All animals must be kept in an area enclosed by a fence sufficient to prohibit escape; this is in addition to the coop, pen, cage, or other similar structure.
 - 5. All pens, coops, and cages shall be kept clean and free from objectionable odor and waste. Waste and debris must be kept from becoming offensive or a health hazard.
 - 6. No slaughter is allowed.

West Valley City's Regulations

The keeping of chickens is not permitted in residential zones.

Orem's Regulations

The keeping of hen chickens (no roosters) shall be permitted in a residential zone on a single-family lot less than one (1) acre provided the following are met:

Lot Size:	Maximum number of chickens:
5000 square feet	2
7000 square feet	3
8000 square feet	4
9000 square feet	5
10,000 square feet	6
20,000 square feet	10
30,000 square feet	12

- 1. Chickens must be kept in a predator resistant coop or chicken tractor at night which shall be set back at least 10 feet from all property lines. The enclosure shall provide sufficient light, air, and space for the chickens. The enclosure shall not be located in a front yard.
- 2. The enclosure shall be cleaned regularly to prevent offensive odors from becoming a nuisance.
- 3. Chickens shall not be permitted to roam free unless in an enclosed rear yard.
- 4. Chickens shall not be considered household pets. Slaughtering of chickens is prohibited.

Murray's Regulations

The keeping of chickens (hens only) are permitted on single-family residential lots as follow: least 6,000 square feet

<u>Lot Size</u>	Maximum Chickens Permitted
Less than 6,000 square foot lot	Four (4)
6,000 – 9,999 square foot lot	Five (5)
10,000 – 11,999 square foot lot	Six (6)
12,000 square foot lot or greater	Eight (8)

- 1. Chickens are required to be kept in a coop, and when outside of the coop chickens shall be confined to a run. Chickens are not permitted to roam free outside of a coop or run structure on a single-family residential lot.
- 2. The combined coop and run structures shall have a minimum floor size of four (4) square feet per chicken, shall not exceed seven (7) feet in height, and must be enclosed on all sides and secured from predators and rodents by including a rodent-proof ceiling and floor. A coop and run shall have adequate ventilation with access to light and air on more than one side, and all openings shall be covered with predator proof wire with openings no greater than one-quarter (1/4) inch in diameter. Coops and runs are required to be kept clean and maintained in such a manner to promote the health of the chickens, to mitigate odor sources, and to limit the presence of rodents, insects, vermin, pests, and disease;
- 3. Chickens and coops are permitted in a fenced rear yard or completely fenced corner lot side yard. A chicken run may not be considered as a fence or substituted for a fenced yard. Chickens may not be kept in any front or side yard area.
- 4. Coops shall be located a minimum of five (5) feet away from all property lines. Coops shall be located a minimum of ten (10) feet away from all dwellings. Coops shall be located a minimum of twenty-five (25) feet from all dwellings on adjacent lots.
- 5. Feed containers shall be made of rodent and predator proof materials. Fresh water is required for chickens at all times and shall be enclosed within both the coop and run.
- 6. Slaughtering of chickens is prohibited outdoors. Dead birds and rotting eggs are required to be removed within 24 hours.
- 7. Residents keeping chickens in a single-family residential zone must register the following information with the City.

Bountiful's Regulations

Up to eight (8) hens may be kept on any detached single-family residential lot for familial gain from the production and consumption eggs. There shall be no sale or income resulting from the keeping of a chicken.

- 1. A chicken shall be kept in a coop or enclosed area at all times. No chicken shall be permitted to roam outside a coop or enclosed area. The coop shall be covered, ventilated, and rodent-and predator-resistant, and shall not be constructed of scrap or dilapidated materials. The exterior of any coop shall be painted or treated with a similar product.
- 2. Any coop or enclosure shall be located in the rear yard of the main dwelling and at least twenty (20) feet from any primary residential dwelling on an adjoining property, and at least five (5) feet from any property line.
- 3. Any time a heating device is employed in a pen or coop, such pen or coop must be separated at least ten (10) feet from any dwelling structure. Any coop and any roaming area shall be maintained in a neat and sanitary condition and shall be cleaned as necessary to prevent a detectable odor at the property line.
- 4. Chicken feed shall be stored and dispensed in a rodent-proof and predator-proof container. No growth or vegetation other than sod grass is permitted within five (5) feet of any coop.

Holladay's Regulations

Chickens are not permitted on residential lots under ten thousand (10,000) square feet. Up to 10 rabbits, 25 chickens, 25 pheasants; 5 ducks, 5 turkeys and 5 geese are permitted on lots between ten thousand (10,000) square feet and one-half acre. Up to 10 rabbits, 62 chickens, 62 pheasants; 12 ducks, 12 turkeys, 12 geese and 25 pigeons are then permitted for every additional half acre.

American Fork's Regulations

Hen chickens, regardless of age, may be kept on a property for the sole purpose of producing eggs. Roosters are not allowed on any residential property. Depending on the size of the residential property, residents are allowed to have between three and size hens. The chickens are required to be confined in the back yard within a secure, outdoor, enclosed coop. The coop needs to be fifteen (15) feet from a property line and six (6) feet from a residence. Feed must be stored in rodent and predator-proof containers. Residents must register and obtain a permit from the city that can be renewed each year.

REPORT OF ACTION

South Ogden City Planning Commission

MEETING DATE: May 9, 2024

ITEM: Public Hearing and Recommendation to City Council on

Whether to Allow Chickens And/Or Fowl in the City

LINK: May 9, 2024 Planning Commission Meeting

Time stamps in blue (00:00:00) correspond to the audio

recording



BACKGROUND

See previous staff report by Planner Mark Vlasic.

ACTION OF PLANNING COMMISSION

The Planning Commission recommends to the City Council that they allow only chickens (no other types of fowl) to be kept by residents. The Planning Commission, however, did put some stipulations on allowing chickens:

- Issues with lack of code enforcement be addressed
- Permit be required
- No roosters be allowed
- Number of chickens be limited by size of property
- A coop and/or run be required
- Chickens must be kept in back yard
- Coop and/or run must be set back from property line so as to cause least amount of impact
- No on-sight slaughtering
- Penalties for non-compliance be clearly laid out

CONCERNS RAISED AT PUBLIC HEARING

Lack of current code enforcement without adding chickens to the list

Smell

Noise

Chickens would attract raccoons and rats

PUBLIC HEARING COMMENTS

May 9, 2024 PC Meeting 00:02:45

PLANNING COMMISSION DISCUSSION

May 9, 2024 PC Meeting 01:06:33

MOTION 01:36:57

Commissioner Bruderer moved to forward a recommendation to the City Council that they adopt an ordinance to allow chickens, but the ordinance should limit the number of chickens, no roosters be allowed, come up with a way to enforce the code, have a permitting process and penalties for non-compliance with the code, a coop be required (no free-roaming chickens), regulate the space, chickens required to be kept in the backyard, no on sight slaughtering, and require setbacks from buildings and property lines. The motion was seconded by Commissioner Mitchell. Chair Bradley made a roll call vote:

Commissioner GreshamCommissioner BrudererCommissioner MillsCommissioner MitchellAye

STAFF REPORT

SUBJECT: Zoning Item – Proposed Changes to General

Plan to Include Required Schedules for

Strategies One and Two

AUTHOR: Mark Vlasic

DEPARTMENT: Planning

DATE: May 21, 2024



BACKGROUND

South Ogden adopted an updated general plan in 2023. The general plan addresses a range of future goals and envisioned changes as part of several chapters, including Chapter 5 – Housing. The housing chapter is provides a comprehensive review of housing needs and demands, and is structured to meet Utah moderate income housing requirements. Utah Code 10-9a-403 describes those requirements, which include the following:

- 1. Provide for a realistic opportunity to meet the need for additional moderate-income housing within the next five years.
- 2. Three or more moderate income housing strategies (as defined in Utah Code) for implementation.
- 3. An implementation plan.

The requirements related to moderate-income housing are further defined in Utah Code 10- 9a-408. This section requires the development of a Moderate-Income Housing Plan (MIHP) that provides a description of each housing strategy selected by the municipality and the implementation plan related to these strategies. In order to achieve the objectives of Utah Code related to the moderate-income housing element of the general plan and the MIHR, this report considers the following elements:

- An estimate of the existing supply of moderate-income housing located within the municipality.
- An estimate of the need for moderate income housing in the municipality for the next five years.
- A survey of total residential land use.
- An evaluation of how existing land uses and zones affect opportunities for moderate income housing.

- A description of the municipality's program to encourage an adequate supply of moderate-income housing.
- A selection of strategies from a menu list outlined in state code.
- An implementation plan with timelines and benchmarks for the selected strategies.

State Code also requires that an annual report is submitted to the Department of Workforce Services by August, which should outline each MIHP strategy selected by the municipality along with an implementation timeline. The first report was submitted in 2023 according to submission requirements, and was thereupon reviewed by the state. Unfortunately, it was deemed that South Ogden City had not fully met the eligibility requirements, as only three of the city's submitted strategies were found to be compliant. To qualify for Priority Consideration, five strategy progress reports would need to be found compliant as a community without fixed guideway transit stations. This deficiency resulted in the city losing Priority Consideration by of Transportation Commission funding for transportation projects within the boundaries of the municipality.

Strategies One (P) and Two (K) were found to be insufficient during the review, as they lack implementation plans with specific timelines as required. The City was recommended to address this deficiency in future reports adding timelines to the reports.

DISCUSSION

Staff has reviewed the report, and added timelines for implementation (See next page). Staff requests that the Planning Commission review these changes to the general plan. If they believe they are reasonable, the next step would be holding a public hearing for the proposed changes.

ORDINANCE NO. 24-03

AN ORDINANCE OF SOUTH OGDEN CITY, UTAH, REVISING AND AMENDING THE GENERAL PLAN OF THE CITY, ADDING TIMELINES FOR MODERATE INCOME HOUSING STRATEGIES; APPROVING AND ADOPTING THE TEXT REQUIRED TO GIVE EFFECT TO THESE CHANGES; AND ESTABLISHING AN EFFECTIVE DATE FOR THOSE CHANGES.

SECTION I - RECITALS:

WHEREAS, SOUTH OGDEN City ("City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, in conformance with Utah Code ("UC") § 10-3-717, and UC § 10-3-701, the governing body of the city may exercise all administrative and legislative powers by resolution or ordinance; and.

WHEREAS, in conformance with UC §10-9a-401, the governing body of the city must adopt a comprehensive, long-range General Plan; and,

WHEREAS, South Ogden City has previously adopted and promulgated a comprehensive, long-range General Plan for the City; and,

WHEREAS, the City Council finds that in conformance with UC §10-9a-204, the legislative body may amend the general plan by following the procedures required by Section 10-9a-204 and 10-9a-404; and,

WHEREAS, the City Council finds that in order to qualify for priority consideration for State Transportation Funding it must adopt five moderate income housing strategies; and,

WHEREAS, the City Council finds that although the current General Plan has five moderate income housing strategies, two of the strategies do not have timelines for completion and therefore cannot be used by the City for priority consideration of State Transportation Funding; and,

WHEREAS, the City Council finds that it now wishes to amend the General Plan, as set out in Attachment "A", by adding the required timelines and amending others in order to be considered for priority State Transportation Funding;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, UTAH that the City's General Plan be amended to include the changes

and additions contained in Attachment "A", and by this reference incorporated, and that these amendments are adopted, from the effective date of this Ordinance forward, and considered to be an integral part of the City's General Plan.

SECTION II - REPEALER OF CONFLICTING ENACTMENTS:

All orders, ordinances and resolutions regarding the changes enacted and adopted which have heretofore been adopted by the City, or parts thereof, which conflict with any of this Ordinance, are, for such conflict, repealed, except this repeal will not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS:

The body and substance of all prior Ordinances and Resolutions, with their specific provisions, where not otherwise in conflict with this Ordinance, are reaffirmed and readopted.

SECTION IV - SAVINGS CLAUSE:

If any provision of this Ordinance be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable for any reason, such reason will not render any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Ordinance being deemed to be the separate independent and severable act of the City Council of South Ogden City.

SECTION V - DATE OF EFFECT

This Ordinance will be effective on the 21st day of May, 2024, and after publication or posting as required by law.

DATED this 21st day of May, 2024.	
	SOUTH OGDEN CITY, a municipal corporation
	Mayor Russell L. Porter
Attested and recorded	
Leesa Kapetanov, MMC City Recorder	

ATTACHMENT "A"

ORDINANCE NO. 24-03

An Ordinance Of South Ogden City, Utah, Revising And Amending The General Plan Of The City, Adding Timelines For Moderate Income Housing Strategies; Approving And Adopting The Text Required To Give Effect To These Changes; And Establishing An Effective Date For Those Changes.

21 May 24



MODERATE INCOME HOUSING PLAN

HOUSING STRATEGIES AND RECOMMENDATIONS

To qualify for State transportation funding, the State requires municipalities to select three housing affordability strategies to implement in their community. In addition, the legislature is giving priority funding designation to those communities that adopt two additional strategies. South Ogden City has selected the following strategies for implementing moderate-income housing in the community.

The following strategies were selected for 2023. However, since the State requires the City to reevaluate these strategies annually, the City's most current Moderate-Income Housing Report should be referenced for the City's most current strategies.

STRATEGY 1: Demonstrate utilization of a moderate income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing (Menu Item P).

STRATEGY 2: Preserve existing and new moderate income housing and subsidized units by utilizing a landlord incentive program, providing for deed restricted units through a grant program, or establishing a housing loss mitigation fund (Menu Item K).

STRATEGY 3: Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones (Menu Item E).

STRATEGY 4: Zone or rezone for higher density or moderate-income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers (Menu Item F).

STRATEGY 5: Rezone for densities necessary to facilitate the production of moderate-income housing (Menu Item A).

TRACKING & IMPLEMENTATION

To track and prioritize implementation measures for each strategy, the City will incorporate the five housing strategies into the South Ogden Strategic Plan. The Strategic Plan, annually adopted by the South Ogden City Council, outlines and prioritizes directives to guide policy decisions and prioritize community needs. The Strategic Plan identifies the required resources, the department personnel involved, a tentative due date, and the City's overall progress relative to each directive.



DEMONSTRATE UTILIZATION OF A MODERATE INCOME HOUSING SET ASIDE FROM A COMMUNITY REINVESTMENT AGENCY, REDEVELOPMENT AGENCY, OR COMMUNITY DEVELOPMENT AND RENEWAL AGENCY TO CREATE OR SUBSIDIZE MODERATE INCOME HOUSING

South Ogden City has created the City Center Community Reinvestment Project Area and will utilize funds from the tax increment generated by the project area to aid in the development and/or subsidization of moderate-income housing (Menu Item P).

In 2019 the South Ogden City Community Development and Renewal Agency (CDRA) created the City Center Community Reinvestment Area (CRA). With support and participation from Weber County and Central Weber Sewer Improvement District, the City Center CRA was created to aid in the redevelopment of properties along Riverdale Road, Washington Blvd., Harrison Blvd. and 40th Street. The long-range vision, as demonstrated within the City's general plan, is for these properties to be redeveloped with a variety of mixed uses, at much higher densities, and with a more urbanized look and feel.

It is estimated the City Center CRA will generate approximately \$964,673 of incremental value over the next 20 years. These funds will be restricted for the Agency's use to help with the development/subsidization of moderate-income housing. The first year of tax increment was 2022, providing the Agency some housing monies through the project area through 2042.

IMPLEMENTATION

- Analyze the feasibility to develop moderate-income housing on the city-owned property at 40th and Evelyn. (Spring 2025)
- Seek LIHTC funding to help with construction of deeply affordable housing (30% AMI) or other income-restricted housing projects. (Spring 2025)



PRESERVE EXISTING AND NEW MODERATE INCOME HOUSING AND SUBSIDIZED UNITS BY UTILIZING A LANDLORD INCENTIVE PROGRAM, PROVIDING FOR DEED RESTRICTED UNITS THROUGH A GRANT PROGRAM, OR ESTABLISHING A HOUSING LOSS MITIGATION FUND

South Ogden City desires to preserve existing and develop new moderate-income housing and subsidized housing units by utilization of a landlord incentive program, providing for deed restricted units through a grant program, or, notwithstanding Section 10-9a-535m establishing a housing loss mitigation fund (Menu Item K).

Utilizing tax increment generated through the City Center Community Reinvestment Project Area, South Ogden City will explore and implement program(s) to aid in the preservation and/or development of moderate-income housing, as well as ways the city can work with developers to incorporate moderate-income housing into new, market-rate projects through deed restrictions of a certain number of units. This would increase the number of moderate-income units throughout the city and would inter-mix these units with market-rate units within the same development/project.

IMPLEMENTATION

- Explore policies that would incorporate/require deed-restricted moderate-income housing units to be incorporated into new projects whenever a development agreement is utilized as a part of the projects' approval. (Spring 2025)
- Explore the cost/benefits of establishing a Housing Preservation Fund. (Spring 2025)
- Explore cost/benefits of creating a Housing Loss Mitigation Fund for the development or preservation of moderate-income housing. (Spring 2025)
- Explore ways to utilize housing funds from the City Center CRA to incentivize landlords to deed-restrict units, subsidize development-related fees, etc. (Spring 2025)



CREATE OR ALLOW FOR AND REDUCE REGULATIONS RELATED TO INTERNAL ADUS

South Ogden has created regulations related to internal accessory dwelling units (ADUs) in residential zones (Menu Item E).

In 2021, South Ogden amended City code to allow for the interior ADUs as permitted uses in single-family residential, two-family residential, and multiple-family residential zones. In addition, the City created an "Accessory Dwelling Unit" section in their municipal code (Adopted 9/21/2021) to provide reasonable regulations for supplementary living accommodations in internal ADUs located in residential areas of the City.

IMPLEMENTATION

- Begin to track building permits and rental licenses related to ADUs (Spring 2023).
- Review "Accessory Dwelling Unit" code with City Council and Planning Commission to determine the feasibility of extending policy to allow for attached and detached ADUs (Winter 2023).
- Work with the Planning Commission and City Council on drafting and adopting ADU code amendment (Spring 2024).



ZONE OR REZONE FOR HIGHER DENSITY OR MODERATE-INCOME RESIDENTIAL DEVELOPMENT

South Ogden has zoned or rezoned for higher density or moderate-income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers (Menu Item F).

The City's form-based code creates three districts:

- Neighborhood Commercial: a number of smaller areas that provide convenient local commercial services for residents.
- 2. Wall Avenue: flexible mixed-use district that allows for a broad range of commercial uses and building types
- 3. **South Gateway:** flexible mixed-use district that allows for a broad range of commercial uses and building types.

The major districts are further broken down into subdistricts:

- Gateway Core: The Gateway Core Subdistrict is intended to be the City's most flexible and inclusive subdistrict, ensuring a place for all of South Ogden's commercial needs. It includes a range of building types that will allow for a vibrant, mixed-use commercial area.
- Gateway General: The Gateway General Subdistrict provides the same function as the Gateway Core Subdistrict, but with a lower intensity of building to provide a buffer between residential neighborhoods and commercial areas.
- Neighborhood Commercial: The Neighborhood Subdistrict allows for smaller nodes of commercial uses, the purpose of which is to provide residents with easy access to businesses which provide local services and goods.
- **Gateway Edge:** The Edge Subdistricts are made up of smaller scale residential buildings, which provide a buffer between existing single family residential neighborhoods and the Commercial Subdistricts. (Ord. 17-21, 11-21-2017, eff. 11-21-2017)

The rezone districts allow for density variations based on permitted uses.

IMPLEMENTATION

Track the number of new housing units established from the City's form-based code districts (Neighborhood Commercial, Wall Avenue, and South Gateway) to monitor the number of units that qualify as moderate income housings units (Spring 2023 – Winter 2023).



REZONE FOR DENSITIES NECESSARY TO FACILITATE THE PRODUCTION OF MODERATE-INCOME HOUSING

South Ogden has rezoned for densities to facilitate the production of moderate-income housing (Menu Item A).

The City has rezoned for mixed use and high density as part of the form-based code initiative. The rezone process was a complete review of existing zoning and the establishment of form-based code in order to promote redevelopment of commercial areas to mixed use zones suitable for higher density housing. This initiative included a steering committee, public review process, planning commission review, public hearing, and adoption by City Council and was completed over two-year period. The City will continue to update zoning to meet current demands.

The City created nine additional zones to facilitate the production of moderate-income housing:

- 1. 40th Street General
- 2. City Center General
- 3. City Center Core
- 4. Riverdale Road General
- 5. Edge
- 6. Gateway Core
- 7. Gateway General
- 8. Neighborhood Commercial
- 9. Gateway Edge Subdistricts

IMPLEMENTATION

- Review and update the zoning code to allow for higher density in redeveloping residential areas (Winter 2023 Spring 2024).
- Work with Planning Commission, Community Development and Renewal Agency (CDRA), and the City Council to modify zoning in anticipation for redevelopment efforts (Spring 2024).

SOUT H OGDEN CITY GENERAL PLAN

STAFF REPORT

SUBJECT: Chimes View Waterline Project

AUTHOR: Jon Andersen
DEPARTMENT: Public Works

DATE: 5-21-24



RECOMMENDATION

Staff recommends approval of an agreement with Ormond Construction Inc. for the Chimes View Culinary Waterline Replacement Project.

BACKGROUND

This culinary water project has needed to be completed and has been on the Capital Facilities plan for a few years due to the amount of leaks that occur in this area, costs to repair them and it is undersized for fire flow. On average it costs \$2,500 - \$3,000 per leak, one to three leaks on average depending on the year. The homes were built in the 1930's and it is recommend to have water lines replaced after 30-40 years if possible. The road in the area is in very rough shape and scheduled to be rebuilt with grant money in 2025. South Ogden will purchase materials for this project to have it completed in a timley manner, do to the supply chain being limited. The work consists of furnishing and installing approximately 2,500 LF of 8" PVC C-900, DR-18 pipe, 200' LF of DR 18 C900 6" pvc pipe, 17-8" Mueller Gate Valves, 6-6" Mueller gate valves, 6 new Mueller Fire hydrants within the existing city street. 33 new water poly water services with new Neptune meters with a new R900I registers. All Compaction; import trench backfill; asphalt trench repair; and all other related appurtenances and associated work as indicated in the contract documents. South Ogden City bid the project out and recieved one bid from a qualified contrator to complete the project.

ANALYSIS

South Ogden City received one bid for the project:

Oromond Construction \$883,435.01

SIGNIFICANT IMPACTS

An impact of \$883,435.01 to the water budget.

ATTACHMENTS

Wasatch Civil Memo, Bid Tabulation,



Chimes View Drive Waterline Replacement Project South Ogden City Corporation

Bid Opening Date: Thursday May 16, 2024 at 2:00 p.m. Location: Office of South Ogden City, 3950 South Adams Avenue, South Ogden, Utah 84403

				Engineer	r's Estimate	Ormond Co	nstruction Inc.				
	Description	Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization and Traffic Control	1	L.S.	\$140,000.00	\$140,000.00	\$116,000.00	\$116,000.00		\$0.00		\$0.00
2	8" Dia. PVC C900 DR18 Pipe*	2500	L.F.	\$65.00	\$162,500.00	\$119.53	\$298,825.00		\$0.00		\$0.00
3	4" Transition Coupling*	2	Each	\$700.00	\$1,400.00	\$750.00	\$1,500.00		\$0.00		\$0.00
4	4" 45 Degree Bend*	1	Each	\$700.00	\$700.00	\$750.00	\$750.00		\$0.00		\$0.00
5	6" Transition Coupling*	4	Each	\$800.00	\$3,200.00	\$850.00	\$3,400.00		\$0.00		\$0.00
6	8" Transition Coupling*	2	Each	\$900.00	\$1,800.00	\$850.00	\$1,700.00		\$0.00		\$0.00
7	8" 11.25 Degree Bend*	1	Each	\$1,000.00	\$1,000.00	\$800.00	\$800.00	Park	\$0.00		\$0.00
8	8" 45 or 22.5 Degree Bend*	8	Each	\$1,100.00	\$8,800.00	\$800.00	\$6,400.00		\$0.00		\$0.00
9	6" Thru X 6" Branch Tee*	-1	Each	\$1,100.00	\$1,100.00	\$1,050.00	\$1,050.00		\$0.00		\$0.00
10	8" Thru X 8" Branch Tee"	7	Each	\$1,200.00	\$8,400.00	\$1,350.00	\$9,450.00		\$0.00		\$0.00
11	8"x 6" Reducer*	5	Each	\$800.00	\$4,000.00	\$750.00	\$3,750.00		\$0.00		\$0.00
12	6"x 4" Reducer*	2	Each	\$900.00	\$1,800.00	\$700.00	\$1,400.00		\$0.00		\$0.00
13	Restrained MJ Pipe to Pipe Joint*	2	Each	\$600.00	\$1,200.00	\$700.00	\$1,400.00		\$0.00		\$0.00
14	8" Gate Valve*	17	Each	\$1,200.00	\$20,400.00	\$1,400.00	\$23,800.00		\$0.00		\$0.00
15	Fire Hydrant Assembly*	6	Each	\$3,000.00	\$18,000.00	\$2,650.00	\$15,900.00		\$0.00		\$0.00
16	Short Side 1" Water Service*	27	Each	\$2,000.00	\$54,000.00	\$1,555.00	\$41,985.00		\$0.00		\$0.00
17	Long Side 1" Water Service*	5	Each	\$2,300.00	\$11,500.00	\$3,500.00	\$17,500.00		\$0.00		\$0.00
18	8" Waterline Connection near Riverdale Rd (Chimes View Sta.200+76)*	1	L.S.	\$4,500.00	\$4,500.00	\$3,500.00	\$3,500.00		\$0.00		\$0.00
19	8" Waterline Connection at Commercial Entrance (Chimes View Sta.202+10)*	1	L.S.	\$4,500.00	\$4,500.00	\$2,400.00	\$2,400.00		\$0.00		\$0.00
20	4" Waterline Connection at Sylvia Dr (Chimes View Sta. 206+44)*	1	L.S.	\$3,500.00	\$3,500.00	\$4,400.00	\$4,400.00		\$0.00		\$0.00
21	4" Waterline Connection at Childs Dr (Chimes View Sta. 209+09)*	· Ho	L.S.	\$3,500.00	\$3,500.00	\$4,800.00	\$4,800.00		\$0.00		\$0.00
22	6" Waterline Connection at 39th Street (Chimes View Sta. 212+12)*	1	L.S.	\$4,000.00	\$4,000.00 1 of 2	\$5,700.00	\$5,700.00		\$0.00		\$0.00



Chimes View Drive Waterline Replacement Project South Ogden City Corporation

Bid Opening Date: Thursday May 16, 2024 at 2:00 p.m. Location: Office of South Ogden City, 3950 South Adams Avenue, South Ogden, Utah 84403

				Enginee	r's Estimate	Ormond Co	enstruction Inc.				
	Description	Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
23	6" Waterline Connection at Commercial Entrance (Chimes View Sta. 216+39)*	1	L.S.	\$4,000.00	\$4,000.00	\$5,700.00	\$5,700.00		\$0.00		\$0.00
24	6" Waterline Connection at 40th Street (40th Street Sta. 119+47)*	1	L.S.	\$5,500.00	\$5,500.00	\$9,700.00	\$9,700.00		\$0.00		\$0.00
25	Abandoned 1" Service at Existing Main (40th Street Sta. 123+87)*	1	L.S.	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00		\$0.00		\$0.00
26	Remove Existing Fire Hydrant Assembly	3	Each	\$1,750.00	\$5,250.00	\$1,666.67	\$5,000.01		\$0.00		\$0.00
27	Remove Existing Valve	6	Each	\$1,000.00	\$6,000.00	\$450.00	\$2,700.00		\$0.00		\$0.00
28	Concrete Plug for End of Abandoned Waterline	20	Each	\$400.00	\$8,000.00	\$195.00	\$3,900.00		\$0.00		\$0.00
29	Remove and Replace Curb and Gutter	120	L.F.	\$75.00	\$9,000.00	\$100.00	\$12,000.00		\$0.00		\$0.00
30	Remove and Replace 4" Concrete Flatwork	300	S.F.	\$25.00	\$7,500.00	\$24.00	\$7,200.00		\$0.00		\$0.00
31	Asphalt Pavement Patching (4" HMA/ 10" UTBC)	2500	S.Y.	\$45.00	\$112,500.00	\$70.93	\$177,325.00		\$0.00		\$0.00
32	Granular Backfill Borrow	1500	Tons	\$28.00	\$42,000.00	\$33.60	\$50,400.00		\$0.00		\$0.00
33	Sediment Barriers at Storm Drain Catch Basins	8	Each	\$350.00	\$2,800.00	\$700.00	\$5,600.00		\$0.00		\$0.00
34	Sewer Service Lateral Repair*	5	Each	\$3,250.00	\$16,250.00	\$4,500.00	\$22,500.00		\$0.00		\$0.00
35	8" Waterline Line Utility Loop*	3	Each	\$4,250.00	\$12,750.00	\$3,500.00	\$10,500.00		\$0.00		\$0.00
					\$ 694,350.00		\$ 883,435.01		\$ 0.00		\$ 0.00

^{*} Owner Furnished Materials

Project Engineer Alm Byrreguard



Memorandum

To: Jon Anderson

South Ogden City

From: John Bjerregaard

Wasatch Civil Consulting Engineering

Date: May 16th, 2024

Subject: Chimes View Drive Waterline Replacement Project

Summary

In response to our advertisement for the Chimes View Drive Waterline Replacement Project posted on April 18th, 2024, we received one bid by the May 16th deadline. The bid received was \$883,435.01 from Ormond Construction Inc. The engineer's project estimate was \$694,350.00. The bid and Qualifications Statement from Ormond Construction Inc. has been reviewed and found to be complete and consistent with the bid requirements.

Recommendation

We recommend that South Ogden City Corporation award the Chimes View Drive Waterline Replacement Project contract to Ormond Construction Inc. for \$883,435.01 based on the evaluation criteria and the project timeline to be completed before the road reconstruction project scheduled for 2025. If you agree with this recommendation, please have the Mayor sign the attached Notice of Award and Contract Agreement. Once notified, the Contractor will have 14 days to respond with the following:

- 1. Signed Contract Agreement
- 2. Acknowledgment of Notice of Award
- 3. Certificate of Insurance
- 4. Performance and Payment Bonds

When the required documents have been submitted, we will schedule a pre-construction meeting for the project, and the Notice to Proceed will be issued to the Contractor at the meeting. Construction can commence thereafter.

Background

The project involves installing approximately 2,500 feet of 8" dia. culinary waterline. The new waterline will replace the aging waterline within existing streets. The work includes the installation of pipes, valves, fittings, fire hydrants, water services, testing, disinfection, asphalt patching, and associated work as indicated in the contract documents.

Resolution No. 24-13

A RESOLUTION APPROVING AN AGREEMENT WITH ORMOND CONSTRUCTION FOR THE CHIMES VIEW WATERLINE REPLACEMENT PROJECT; AUTHORIZING THE CITY MANAGER TO SIGN ANY AND ALL NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, the City Council finds that in conformance with Utah Code ("LTC") §10-3-717, the City Council as the governing body of the City may exercise all administrative powers by Resolution; and,

WHEREAS, the City Council finds that the waterline on Chimes View Drive needs to be replaced in support of ongoing city operations; and,

WHEREAS, the City Council finds that to ensure the effective operation and utilization of these facilities and resources an agreement with a qualified construction service provider should be in place; and,

WHEREAS, the City Council finds that the deemed necessary and required solicitation of qualified service providers has been completed; and,

WHEREAS, the City Council finds that Ormond Construction is in the best position to perform the Chimes View Drive Waterline Replacement Project contemplated herein; and,

WHEREAS, the City Council finds it is in the best interest of the City and its residents to sign such a construction agreement with Ormond Construction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH OGDEN UTAH THAT:

The City Council of South Ogden City, State Of Utah, Authorizes And Approves An Agreement With Ormond Construction Inc. For The Chimes View Drive Waterline Replacement Project And Authorizes The City Manager To Negotiate And Resolve Any Additional Terms To The Agreement That May Be Necessary To Give Effect To The Intent Of This Resolution, And To Sign Said "Contract Agreement" (Attached Hereto As Attachment "A") And By This Reference Fully Incorporated; And

Authorizes The City Recorder To Attest All Documents Necessary To Confirm That The City Manager Has Been Duly Authorized To Execute Those Documents.

That the foregoing recitals are incorporated herein.

SECTION 2 - REPEALER OF CONFLICTING ENACTMENTS:

All orders and resolutions regarding the changes enacted and adopted which have heretofore been adopted by the City, or parts thereof, which conflict with any of this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

SECTION 3 - PRIOR RESOLUTIONS:

The body and substance of all prior Resolutions, with their provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

SECTION 4- SAVINGS CLAUSE:

If any provision of this Resolution shall be held or deemed to be or shall be invalid, inoperative or unenforceable for any reason, such reason shall not render any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed to be the separate independent and severable act of the City Council of South Ogden City.

SECTION 5 - DATE OF EFFECT

This Resolution shall be effective on the 21st day of May, 2024, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH, on this 21st day of May, 2024.

	SOUTH OGDEN CITY
	- H.D.
	Russell Porter
	Mayor
ATTEST:	
Leesa Kapetanov, MMC	
City Recorder	

ATTACHMENT "A"

Resolution No. 24-13

A Resolution Approving An Agreement With Ormond Construction For The Chimes View Waterline Replacement Project; Authorizing The City Manager To Sign Any And All Necessary Documents; And, Providing For An Effective Date

21 May 24

CONTRACT AGREEMENT

THIS AGREEMENT is by and between **SOUTH OGDEN CITY CORPORATION** (hereinafter called OWNER) and **Ormond Construction Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1- WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Install approximately 2,500 feet of 8" dia. culinary waterline. The new waterline will replace the aging waterline within existing streets. The Work includes installation of pipe, valves, fittings, fire hydrants, water services, testing, disinfection, asphalt patching, and associated Work as indicated in the contract documents.

ARTICLE 2-THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Chimes View Drive Waterline Replacement Project

ARTICLE 3- ENGINEER

3.01 The Project has been designed by Wasatch Civil Consulting Engineering, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4- CONTRACT TIMES

- 4.01 *Time of the Essence:* All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Dates for Completion and Final Payment: The Work will be completed within **60** days following Notice to Proceed. If agreed to by both the OWNER and CONTRACTOR, this agreement may be extended for one additional year on the same terms and conditions as provided in the Contract Documents, with price adjustments for changes in materials and labor costs.
- 4.03 Liquidated Damages: CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof,

OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$200.00 for each day that expires after the time specified in paragraph 4.02 for Completion until the Work is accepted.

ARTICLE 5- CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the paragraph below:

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as measured in the field.

UNIT PRICE WORK

No.	<u>Item</u>	Quantity	<u>Unit</u>	<u>Unit Price</u>	Amount
1	Mobilization and Traffic Control	1	L.S.	\$116,000.00	\$116,000.00
2	8" Dia. PVC C900 DR18 Pipe*	2,500	L.F.	\$119.53	\$119.53
3	4" Transition Coupling*	2	Each	\$750.00	\$1,500.00
4	4" 45 Degree Bend*	1	Each	\$750.00	\$750.00
5	6" Transition Coupling*	4	Each	\$850.00	\$3,400.00
6	8" Transition Coupling*	2	Each	\$850.00	\$1,700.00
7	8" 11.25 Degree Bend*	1	Each	\$800.00	\$800.00
8	8" 45 or 22.5 Degree Bend*	8	Each	\$800.00	\$6,400.00
9	6" Thru X 6" Branch Tee*	1	Each	\$1,050.00	\$1,050.00
10	8" Thru X 8" Branch Tee*	7	Each	\$1,350.00	\$9,450.00
11	8"x 6" Reducer*	5	Each	\$750.00	\$3,750.00
12	6"x 4" Reducer*	2	Each	\$700.00	\$1,400.00
13	Restrained MJ Pipe to Pipe Joint*	2	Each	\$700.00	\$1,400.00
14	8" Gate Valve*	17	Each	\$1,400.00	\$23,800.00
15	Fire Hydrant Assembly*	6	Each	\$2,650.00	\$15,900.00
16	Short Side 1" Water Service*	27	Each	\$1,555.00	\$41,985.00
17	Long Side 1" Water Service*	5	Each	\$3,500.00	\$17,500.00
18	8" Waterline Connection near Riverdale Rd (Chimes View Sta.200+76)*	1	L.S.	\$3,500.00	\$3,500.00
19	8" Waterline Connection at Commercial Entrance (Chimes View Sta.202+10)*	1	L.S.	\$2,400.00	\$2,400.00
20	4" Waterline Connection at Sylvia Dr (Chimes View Sta. 206+44)*	1	L.S.	\$4,400.00	\$4,400.00
21	4" Waterline Connection at Childs Dr (Chimes View Sta. 209+09)*	1	L.S.	\$4,800.00	\$4,800.00
22	6" Waterline Connection at 39th Street (Chimes View Sta. 212+12)*	1	L.S.	\$5,700.00	\$5,700.00

23	6" Waterline Connection at Commercial Entrance (Chimes View Sta. 216+39)*	1	L.S.	\$5,700.00	\$5,700.00
24	6" Waterline Connection at 40th Street (40th Street Sta. 119+47)*	1	L.S.	\$9,700.00	\$9,700.00
25	Abandoned 1" Service at Existing Main (40th Street Sta. 123+87)*	1	L.S.	\$4,500.00	\$4,500.00
26	Remove Existing Fire Hydrant Assembly	3	Each	\$1,666.67	\$5,000.01
27	Remove Existing Valve	6	Each	\$450.00	\$2,700.00
28	Concrete Plug for End of Abandoned Waterline	20	Each	\$195.00	\$3,900.00
29	Remove and Replace Curb and Gutter	120	L.F.	\$100.00	\$12,000.00
30	Remove and Replace 4" Concrete Flatwork	300	S.F.	\$24.00	\$7,200.00
31	Asphalt Pavement Patching (4" HMA/ 10" UTBC)	2,500	S.Y.	\$70.93	\$177,325.00
32	Granular Backfill Borrow	1,500	Tons	\$33.60	\$50,400.00
33	Sediment Barriers at Storm Drain Catch Basins	8	Each	\$700.00	\$5,600.00
Repair/	Potential Items				
34	Sewer Service Lateral Repair*	5	Each	\$4,500.00	\$22,500.00
35	8" Waterline Line Utility Loop*	3	Each	\$3,500.00	\$10,500.00

TOTAL OF ALL UNIT: <u>Eight Hundred Eighty-Three Thousand Four Hundred Thirty-Five 01/100</u> <u>Dollars (\$883,435.01).</u>

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6- PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments: CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in paragraphs 6.02.A. 1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

- 1. Prior to Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
 - A. 95% of Work completed (with the balance being retained). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and
 - B. 25% of cost of materials and equipment not incorporated in the Work (with the balance being retained).
- 2. Upon Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.
- 6.03 Final Payment: Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07

ARTICLE 7- INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of ____1%_ per annum.

ARTICLE 8- CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:
 - A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
 - E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by

the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of Work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9- CONTRACT DOCUMENTS

9.01 Contents:

- A. The Contract Documents consist of the following:
 - 1. This Agreement;
 - 2. Performance Bond;
 - 3. Payment Bond;
 - 4. General Conditions:
 - 5. Supplementary Conditions;
 - 6. Specifications as listed in the table of contents of the Project Manual;
 - 7. Drawings as listed in the table of contents of the Project Manual;
 - 8. Exhibits this Agreements;
 - 1. Notice to Proceed;
 - 2. CONTRACTOR's Bid;
 - 3. Documentation submitted by CONTRACTOR prior to Notice of Award;
 - 9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

Written Amendments; Work Change Directives; Change Order(s).

B. The documents listed in paragraph 9.01 A are attached to this Agreement (except as expressly noted otherwise above).

- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10- MISCELLANEOUS

10.01 Terms: Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract: Assignment by a party hereto of any rights under or interests in the Contract will not be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns: OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on	. 2024, (which is the Effective Date of the Agreement).
OWNER:	CONTRACTOR:
SOUTH OGDEN CITY CORPORATION	Ormond Construction Inc.
By:	By:
[CORPORATE SEAL]	[CORPORATE SEAL]
Attest:	Attest:
Address for giving notices:	Address for giving notices:
(If CONTRACTOR is a corporation or a partnership,	attach evidence of authority to sign)
Designated Representative: Name:	Name:
Title:	Title:
Address:	Title:Address:
Phone:	Address:

STAFF REPORT

SUBJECT: Keddington & Christensen, CPA's

AUTHOR: Steve Liebersbach

DEPARTMENT: Finance DATE: 5/21/2024



RECOMMENDATION

Staff recommends City Council approve the contract extension for audit services with Keddington & Christensen, CPA's.

BACKGROUND

South Ogden City has been operating under a 2019 contract with the audit firm Keddington & Christensen. the original term of the contract has expired; however, the contract allows for a 4 year extension & then possibly 3 more years.

ANALYSIS

This contract extension will cover audits for FY 2024 - FY 2027.

SIGNIFICANT IMPACTS

The fees for this contract extension are \$17,000 for FY 2024 and then a 3% increase for each of the following years.

ATTACHMENTS

None.

Resolution No. 24-14

A RESOLUTION OF THE CITY COUNCIL OF SOUTH OGDEN CITY, UTAH, AUTHORIZING AND APPROVING A CONTRACT EXTENSION AGREEMENT WITH KEDDINGTON & CHRISTENSEN, FOR PURPOSES OF PROVIDING AUDITING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Ogden (hereinafter "City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, the City Council finds in conformance with the provisions of UCA §10-3-717, the City Council as the governing body of the City may exercise all administrative powers by resolution; and,

WHEREAS, the City Council finds that the City entered into an agreement with Kedddington & Christensen in 2019 for auditing services; and,

WHEREAS, the City Council finds that the term of the 2019 agreement has terminated, nevertheless the 2019 agreement did contain provisions for a four-year extension; and,

WHEREAS, the City Council finds that Keddington & Christensen and their employees have provided professional and satisfactory auditing services for the City; and,

WHEREAS, the City Council finds that extending the current contract existing between the City and Keddington & Christensen., is in the best interest of the City and its residents; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH OGDEN UTAH THAT:

The City Council of South Ogden City, State of Utah, hereby authorizes the City Manager to sign any documents necessary to facilitate the execution and implementation of the extension agreement between Keddington & Christensen and the City, attached hereto as *Attachment "A"* and incorporated fully herein; and, authorizes the City Recorder to sign any documents as may be required attesting to the fact that the City Manager has been duly authorized and appointed as noted herein to act on behalf of the City.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its passage.

SECTION 2. REPEALER OF CONFLICTING ENACTMENTS

All orders and resolutions with respect to the changes herein enacted and adopted which have heretofore been adopted by the City, or parts thereof, which are in conflict with any of the provisions of this Resolution, are, to the ex1ent of such conflict, hereby repealed, except that this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

SECTION 3 - PRIOR RESOLUTIONS

The body and substance of any and all prior Resolutions, together with their specific prov1s1ons, where not otherwise in conflict with this Resolution, are hereby reaffirmed and readopted.

SECTION 4- SAVINGS CLAUSE

If any provision of this Resolution shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable for any reason, such reason shall not have the effect of rendering any other provision or provisions hereof invalid, inoperative or unenforceable to any extent whatever, this Resolution and the provisions of this Resolution being deemed to be the separate independent and severable act of the City Council of South Ogden City.

SECTION 5. DATE OF EFFECT

This Resolution shall be effective on the 21st day of May, 2024, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH, on this 21st day of May, 2024.

	SOUTH OGDEN CITY
	Russell Porter
ATTEST:	Mayor
Leesa Kapetanov, MMC City Recorder	

ATTACHMENT "A"

Resolution No. 24-14

A Resolution Of The City Council Of South Ogden City, Utah, Authorizing And Approving A Contract Extension Agreement With Keddington & Christensen, For Purposes Of Providing Auditing Services; And Providing For An Effective Date.

21 May 24

PROPOSAL FOR

AUDIT AND CONSULTING SERVICES 4-YEAR EXTENTION

FOR

SOUTH OGDEN CITY, UTAH

FOR THE FISCAL YEAR ENDED

JUNE 30, 2024



May 8, 2024

To the Honorable Mayor and Members of the City Council South Ogden City, Utah

Dear Mayor and City Council,

We are excited at the prospect of continuing our relationship with you. We believe we have the necessary skills and experience to provide South Ogden City with the professional auditing services it requires. We have extensive experience in governmental auditing, in fact, approximately 80% of our clients are governmental entities of one type or another, whether they be cities, special districts, or interlocal entities. Our firm is dedicated to providing quality audit services and completing the audits in a timely manner.

Some benefits of working with our firm are:

Extensive Governmental Accounting and Auditing knowledge.

As mentioned above most of our firm's practice is related to governmental accounting and auditing. We currently perform 43 governmental audits of which 14 are cities. These cities include the second and third largest cities in the State of Utah. In addition, nine of these audits require a single audit and also issue an Annual Comprehensive Financial Report.

We also perform consulting services for 27 governmental entities of which 13 are cities. Our responsibilities range from being the finance director with all those related duties such as preparing annual and amended budgets, recording transactions, advising on debt issuances, attending council meetings, and preparing for financial audits. We believe this part of our practice gives us a unique understanding and insight into city functions that allow us to perform audits for cities with a higher level of understanding than most other firms.

Partners and managers over the engagement are in the field with the staff.

With the partner and managers in the field overseeing the audit, any significant decisions, questions, issues, or concerns related to the audit are usually handled right there at the client's office as they arise. This ensures that the audit work continues as seamless as possible and any questions or concerns from the client can be resolved as quickly as possible.

Staff are highly trained in governmental accounting and auditing.

Another aspect that we pride ourselves on is having our staff highly cross-trained. As mentioned, our practice consists of providing consulting services to cities and districts throughout the state of Utah. Even our newest staff participate in the reconciliation and reporting services that we provide to these consulting entities. Also, our training and continuing education programs exceed the minimum requirements for auditors of governmental entities, and CPA licensure requirements. We believe it is our responsibility to train our staff, not the clients!

Telephone (801) 590-2600 | 1285 S. 1650 W. Suite 200, Woods Cross, UT 84087

Utilizing technology to minimize client disruptions.

As a firm we utilize CaseWare for our audit software, and because it is cloud based, our audit team can be anywhere in the world with internet access, and all audit workpapers are updated in real-time! This means we can have one or two people on-site but have others at the office working on the City's audit. This limits the number of interruptions during an audit. Additionally, if the City's reconciliations and supporting audit documentation is stored electronically, those files can be easily provided to us through our secure portal. Making the audit even more seamless and efficient!

Extensive experience with accounting software used by the City.

South Ogden City uses the Caselle Accounting Software. As mentioned, our practice consists of providing consulting services to cities and districts throughout the state of Utah. The majority of these entities also use the Caselle Accounting Software, which has s allowed us to become very familiar with the intricacies of Caselle, which in turn allows us to be very efficient and effective in our procedures.

Those are just some of the benefits you can expect from working with K&C. Again, we are excited about this opportunity and look forward to hearing from you.

Our "not-to-exceed" fees include all out-of-pocket, travel, per diem, and other costs. Our audit fees will be \$17,000 for the June 30, 2024 audit, and will increase 3% each subsequent year through the end of the potential four-year extension. Included in our "not-to-exceed" audit fee amount is all travel, per diem, and all other out-of-pocket expenses. This amount is based on anticipated cooperation from your personnel for timely assistance in preparation of schedules, confirmation of accounts, preparing various reconciliations, and locating supporting documents which we will require during the audit. This fee amount is also based on the number of funds, the current Finance Director, current key accounting personnel, the current auditing standards, the time requirements detailed in this proposal, and accounting records being available to be audited by the end of September of each year. If significant additional time is necessary, due to the above conditions not being followed, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Report Preparation

The proposed "not-to-exceed" audit fee includes the preparation of the basic financial statements and related footnotes in the GASB 34 required format. We will also prepare the schedules, tables, and graphs in the Management Discussion and Analysis (MD&A), which are electronically linked to the information in the basic financial statements. The City will be responsible for the other information in the MD&A.

Additional Professional Services and Consulting

Keddington & Christensen will assist with the implementation of Governmental Account Standards Board (GASB) Statements on Standards at an hourly rate of \$100 per hour. This rate extends to all other consulting services that may be needed, provided that they do not impair our independence. An additional fee of \$1,500 will be charged for a Single Audit, if required, in any year.

Sincerely,

K&C, Certified Public Accountants

Woods Cross, Utah

K&C. CPas

Resolution No. 24-15

A RESOLUTION APPROVING THE LEASE/PURCHASE AGREEMENT WITH ZIONS BANCORPORATION, AND AUTHORIZING THE EXECUTION THEREOF.

WHEREAS, the City Council finds that the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of Utah; and,

WHEREAS, the City Council finds that in conformance with Utah Code ("UC") § 10-3-717 the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property and programs; and,

WHEREAS, the City Council finds it necessary to address certain Vehicle Lease needs within the city; and,

WHEREAS, the City Council of South Ogden City has determined that the leasing of the property described in the Lease/Purchase Agreement presented at this meeting is for a valid public purpose and is essential to the operations of the City; and

WHEREAS, the City Council has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the City; and

WHEREAS, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF SOUTH OGDEN AS FOLLOWS:

SECTION 2- CONTRACT AUTHORIZED

That The "Lease/Purchase Agreement" from Zions Bancorp, Attached Hereto As **Attachment** "A" And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted For The Provision Of Fleet Vehicle Needs; And That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And

The City Recorder Authorized To Attest Any And All Documents Necessary To Effect This Authorization And Approval.

The foregoing Recitals are incorporated herein.

SECTION 3 - PRIOR ORDINANCES AND RESOLUTIONS

The body and substance of all prior Resolutions, with their provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

SECTION 4 - REPEALER OF CONFLICTING ENACTMENTS

All orders, and Resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part repealed.

SECTION 5 - SAVINGS CLAUSE

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such shall not render any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

SECTION 6 - DATE OF EFFECT

This Resolution shall be effective on the 21st day of May, 2024, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH, on this 21st day of May, 2024.

	SOUTH OGDEN CITY
	Russell Porter, Mayor
ATTEST:	
Leesa Kapetanov, MMC City Recorder	-

ATTACHMENT "A"

Resolution No. 24-15

A Resolution Approving The Lease/Purchase Agreement With Zions Bancorporation, And Authorizing The Execution Thereof.

21 May 24

UTAH FIXED EQUIPMENT LEASE

Long Name of Entity: South Ogden City

Address: 3950 Adams Avenue, Suite 1

City, State Zip: Ogden, UT 84403

Attention: Matt Dixon

Public Finance Office: City Manager

County: Weber

Amount: 1,180,955.00

Rate: 5.02

Maturity Date: May 23, 2028

First Pmt Date: May 23, 2024

Payment Dates: May 23

Auto Extend: 4

Governing Body: City Council

Resolution Date: May, 2024

Dated Date: May, 2024

Day: 23rd

State: Utah

\$1,180,955.00 South Ogden City Lease Purchase Agreement

- 1. Lease/Purchases Agreement of the South Ogden City
- 2. Exhibit A. Calculation of Interest Component
- 3. Exhibit B. Description of Leased Property
- 4. Exhibit C. Resolution of Governing Body
- 5. Exhibit D. Opinion of Lessee's Counsel
- 6. Exhibit E. Security Documents
- 7. Exhibit F. Delivery and Acceptance Certificate
- 8. Form 8038-G
- 9. Wire Transfer Request

LEASE/PURCHASE AGREEMENT

Dated as of May 23, 2024

by and between

ZIONS BANCORPORATION, N.A.,

as Lessor

and

SOUTH OGDEN CITY,

as Lessee

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LEASE/PURCHASE AGREEMENT

THIS LEASE/PURCHASE AGREEMENT, dated as of May 23, 2024, by and between ZIONS BANCORPORATION, N.A., a national banking association duly organized and existing under the laws of the United States of America, as lessor (the "Bank" or "Lessor"), and South Ogden City (the "Lessee"), a public agency of the State of Utah (the "State"), duly organized and existing under the Constitution and laws of the State, as lessee;

WITNESSETH:

WHEREAS, the Lessee desires to finance the acquisition of the equipment and/or other personal property described as the "Leased Property" in Exhibit B (the "Leased Property") by entering into this Lease/Purchase Agreement with the Bank (the "Lease"); and

WHEREAS, the Bank agrees to lease the Leased Property to the Lessee upon the terms and conditions set forth in this Lease, with rental to be paid by the Lessee equal to the Lease Payments hereunder; and

WHEREAS, it is the intent of the parties that the original term of this Lease, and any subsequent renewal terms, shall not exceed 12 months, and that the payment obligation of the Lessee shall not constitute a general obligation under State law; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.1 <u>Definitions and Rules of Construction</u>. Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the definitions below. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Lease, refer to this Lease as a whole.

"Advance" shall have the meaning set forth in Section 2.1(1)(i)(D) hereof.

"Bank" shall have the meaning set forth in the Preamble hereof.

"Business Day" means any day except a Saturday, Sunday, or other day on which banks in Salt Lake City, Utah or the State are authorized to close.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" means the date this Lease is executed by the Bank and the Lessee.

"Event of Nonappropriation" shall have the meaning set forth in Section 3.2 hereof.

- "Governing Body" means the governing body of the Lessee.
- "Lease Payments" means the rental payments described in Exhibit A hereto.
- "Lease Payment Date" shall have the meaning set forth in Section 3.4(a) hereof.
- "Leased Property" shall have the meaning set forth in the Whereas clauses hereof.
- "Lessee" shall have the meaning set forth in the Preamble hereof.
- "Net Proceeds" means insurance or eminent domain proceeds received with respect to the Leased Property less expenses incurred in connection with the collection of such proceeds.
 - "Obligation Instrument" shall have the meaning set forth in Section 2.1(c) hereof.
 - "Original Term" shall have the meaning set forth in Section 3.2 hereof.
- "Permitted Encumbrances" means, as of any particular time: (i) liens for taxes and assessments, if any, not then delinquent, or which the Lessee may, pursuant to provisions of Section 5.3 hereof, permit to remain unpaid; (ii) this Lease; (iii) any contested right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 5.4(b) hereof; (iv) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the execution date of this Lease and which the Lessee hereby certifies will not materially impair the use of the Leased Property by the Lessee; and (v) other rights, reservations, covenants, conditions or restrictions established following the date of execution of this Lease and to which the Bank and the Lessee consent in writing.
 - "Rebate Exemption" shall have the meaning set forth in Section 2.1(1)(ii)(A) hereof.
 - "Regulations" shall have the meaning set forth in Section 2.1(1)(i) hereof.
 - "Renewal Term" shall have the meaning set forth in Section 3.2 hereof.
 - "Scheduled Term" shall have the meaning set forth in Section 3.2 hereof.
 - "State" shall have the meaning set forth in the Preamble hereof.
- "<u>Term</u>" or "<u>Term of this Lease</u>" means the Original Term and all Renewal Terms provided for in this Lease under Section 3.2 until this Lease is terminated as provided in Section 3.3 hereof.
- SECTION 1.2 <u>Exhibits</u>. Exhibits A, B, C, D, E and F attached to this Lease are by this reference made a part of this Lease.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

- SECTION 2.1 <u>Representations, Covenants and Warranties of the Lessee</u>. The Lessee represents, covenants and warrants to the Bank as follows:
 - (a) <u>Due Organization and Existence</u>. The Lessee is a public agency of the State duly organized and existing under the Constitution and laws of the State.
 - (b) <u>Authorization; Enforceability</u>. The Constitution and laws of the State authorize the Lessee to enter into this Lease and to enter into the transactions contemplated by, and to carry out its obligations under, this Lease. The Lessee has duly authorized, executed and delivered this Lease in accordance with the Constitution and laws of the State. This Lease constitutes the legal, valid and binding special obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.
 - (c) No Conflicts or Default; Other Liens or Encumbrances. Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby (i) conflicts with or results in a breach of the terms, conditions, provisions, or restrictions of any existing law, or court or administrative decree, order, or regulation, or agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, **including without limitation any agreement or instrument pertaining to any bond, note, lease, certificate of participation, debt instrument, or any other obligation of the Lessee** (any such bond, note, lease, certificate of participation, debt instrument, and other obligation being referred to herein as an "Obligation Instrument"), (ii) constitutes a default under any of the foregoing, or (iii) results in the creation or imposition of any pledge, lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee, or upon the Leased Property except for Permitted Encumbrances.

By way of example, and not to be construed as a limitation on the representations set forth in the immediately preceding paragraph:

- (A) no portion of the Leased Property is pledged to secure any Obligation Instrument; and
- (B) the interests of the Lessor in the Leased Property hereunder do not violate the terms, conditions or provisions of any restriction or revenue pledge in any agreement or instrument pertaining to any Obligation Instrument.

If any Obligation Instrument existing on the date of execution of this Lease creates any pledge, lien, charge or encumbrance on any revenues, property or assets associated with the Leased Property that is higher in priority to the Bank's interests therein under this Lease, the Bank hereby subordinates its interests therein, but only to the extent required pursuant to such existing Obligation Instrument.

(d) <u>Compliance with Open Meeting Requirements</u>. The Governing Body has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Lessee's execution of this Lease was authorized.

- (e) <u>Compliance with Bidding Requirements</u>. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property pursuant to this Lease, or the Governing Body and the Lessee have complied with all such procurement and public bidding laws as may be applicable hereto.
- (f) No Adverse Litigation. There are no legal or governmental proceedings or litigation pending, or to the best knowledge of the Lessee threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling, or finding might adversely affect the transaction contemplated in or the validity of this Lease.
- (g) <u>Opinion of Lessee's Counsel</u>. The letter attached to this Lease as Exhibit D is a true opinion of Lessee's counsel.
- (h) <u>Governmental Use of Leased Property</u>. During the Term of this Lease, the Leased Property will be used solely by the Lessee, and only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of the Lessee's authority, and the Leased Property will not be subject to any direct or indirect private business use.
- (i) Other Representations and Covenants. The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.
- (j) <u>No Nonappropriations</u>. The Lessee has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any municipal lease of the same general nature as this Lease, or under any of its bonds, notes, or other obligations of indebtedness for which its revenues or general credit are pledged.
- (k) <u>No Legal Violation</u>. The Leased Property is not, and at all times during the Term of this Lease will not be in violation of any federal, state or local law, statute, ordinance or regulation.

(l) General Tax and Arbitrage Representations and Covenants.

- (i) The certifications and representations made by the Lessee in this Lease are intended, among other purposes, to be a certificate permitted in Section 1.148-2(b) of the Treasury Regulations promulgated pursuant to Section 148 of the Code (the "Regulations"), to establish the reasonable expectations of the Lessee at the time of the execution of this Lease made on the basis of the facts, estimates and circumstances in existence on the date hereof. The Lessee further certifies and covenants as follows:
 - (A) The Lessee has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as an issuer which may certify bond issues.
 - (B) To the best knowledge and belief of the Lessee, there are no facts, estimates or circumstances that would materially change the conclusions, certifications or representations set forth in this Lease, and the expectations herein set forth are reasonable.

- (C) The Scheduled Term of this Lease does not exceed the useful life of the Leased Property, and the weighted average term of this Lease does not exceed the weighted average useful life of the Leased Property.
- (D) Each advance of funds by the Bank to finance Leased Property under this Lease (each an "Advance") will occur only when and to the extent that the Lessee has reasonably determined and identified the nature, need, and cost of each item of Leased Property pertaining to such Advance.
- (E) No use will be made of the proceeds of this Lease or any such Advance, or any funds or accounts of the Lessee which may be deemed to be proceeds of this Lease or any such Advance, which use, if it had been reasonably expected on the date of the execution of this Lease or of any such Advance, would have caused this Lease or any such Advance to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code.
- (F) The Lessee will at all times comply with the rebate requirements of Section 148(f) of the Code as they pertain to this Lease, to the extent applicable.
- (G) In order to preserve the status of this Lease and the Advances as other than "private activity bonds" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease and any such Advances are outstanding and unpaid:
 - (I) none of the proceeds from this Lease or the Advances or any facilities or assets financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code;
 - (II) the Lessee will not allow any such "private business use" to be made of the proceeds of this Lease or the Advances or any facilities or assets financed therewith; and
 - (III) none of the Advances or Lease Payments due hereunder shall be secured in whole or in part, directly or indirectly, by any interest in any property used in any such "private business use" or by payments in respect of such property and shall not be derived from payments in respect of such property.
- (H) The Lessee will not take any action, or omit to take any action, which action or omission would cause the interest component of the Lease Payments to be ineligible for the exclusion from gross income as provided in Section 103 of the Code.
- (I) The Lessee is a "governmental unit" within the meaning of Section 141(b)(6) of the Code.
- (J) The obligations of the Lessee under this Lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(K) This Lease and the Advances to be made pursuant hereto do not constitute a "refunding issue" as defined in Section 1.150-1(d) of the Regulations, and no part of the proceeds of this Lease or any such Advances will be used to pay or discharge any obligations of the Lessee the interest on which is or purports to be excludable from gross income under the Code or any predecessor provision of law. Either (check applicable box):

(I) No Reimbursement for Expenditures Incurred Prior to 60 Days Before the Date the Authorizing Resolution Was Adopted. No proceeds of this Lease and the Advances to be made pursuant hereto will be used to reimburse the Lessee for any expenditures incurred prior to the date sixty (60) days before the date the Governing Body adopted the Authorizing Resolution.

- or -

- (II) Prior Expenditures Will be Reimbursed; But No Reimbursement Resolution Was Adopted. If proceeds of this Lease and the Advances to be made pursuant hereto are to be used to reimburse the Lessee for expenditures incurred with respect to the Leased Property prior to the date sixty (60) days before the date the Governing Body adopted the Authorizing Resolution, then proceeds of this Lease and the Advances made hereunder will be used to reimburse only those expenditures that are described below (collectively, "Reimbursable Expenditures"):
 - (a) Subsequent Expenditures: all expenditures incurred with respect to the Leased Property on or after the date the Authorizing Resolution was adopted; plus
 - (b) **Prior Expenditures:** the following types of expenditures incurred with respect to the Leased Property prior to the date the Authorizing Resolution was adopted:
 - (1) capital expenditures made no earlier than sixty (60) days before the Authorizing Resolution was adopted; plus
 - (2) "preliminary expenditures" as described in Section 1.150-2(f)(2) of the Regulations, not in excess of twenty percent (20%) of the aggregate "issue price" (as that term is defined in Section 1.148-1(b) of the Regulations) of this Lease for architectural, engineering, surveying, soil testing, reimbursement bond issuance, and similar costs that are incurred prior to the commencement of acquisition and/or construction of the Leased Property, other than land acquisition, site preparation, and similar costs incident to commencement of construction; plus

(3) the lesser of \$100,000 or five percent (5%) of the proceeds of this Lease.

- or -

(III) Reimbursement Resolution Has Been Previously Adopted for Reimbursement of Prior Expenditures. The Lessee has previously adopted the Reimbursement Resolution attached hereto as Exhibit __ (the "Reimbursement Resolution") authorizing the reimbursement of "Reimbursable Expenditures," which are defined in the Reimbursement Resolution using the same definition of such term as in (II) above, and this Lease and the Advances to be made pursuant hereto will be used to reimburse only those expenditures pertaining to the Leased Property that qualify as "Reimbursable Expenditures" as so defined.

Any reimbursement pursuant to (I), (II), or (III) above of expenditures incurred prior to the date the Authorizing Resolution was adopted shall be evidenced by an allocation made by or on behalf of the Lessee in writing:

- (1) not later than eighteen (18) months after the later of:
 - (x) the date the original expenditure is paid; or
 - (y) the date the Leased Property is "placed in service" (as that term is defined in Section 1.150-2(c) of the Regulations) or abandoned;
- (2) but in no event more than three (3) years after the original expenditure is paid.
- (L) In compliance with Section 149(e) of the Code relating to information reporting, the Lessee will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, within fifteen (15) days from the execution of this Lease, IRS Form 8038-G or 8038-GC, as appropriate, reflecting the total aggregate amount of Advances that can be made pursuant to this Lease.
- (M) None of the proceeds of this Lease or the Advances to be made hereunder will be used directly or indirectly to replace funds of the Lessee used directly or indirectly to acquire obligations at a yield materially higher than the yield on this Lease or otherwise invested in any manner. No portion of the Advances will be made for the purpose of investing such portion at a materially higher yield than the yield on this Lease.
- (N) Inasmuch as Advances will be made under this Lease only when and to the extent the Lessee reasonably determines, identifies and experiences the need therefor, and will remain outstanding and unpaid only until such time as the Lessee has moneys available to repay the same, the Lessee reasonably expects that (I) the Advances will not be made sooner than necessary; (II) no proceeds from the Advances will be invested at a yield higher than the yield on this Lease; and (III)

the Advances and this Lease will not remain outstanding and unpaid longer than necessary.

- (O) The Lessee will either (i) spend all of the moneys advanced pursuant to this Lease immediately upon receipt thereof, without investment, on the portion of the Leased Property that is to be financed thereby; or (ii) invest such moneys at the highest yield allowable and practicable under the circumstances until they are to be spent on the portion of the Leased Property that is to be financed thereby, and track, keep records of, and pay to the United States of America, all rebatable arbitrage pertaining thereto, at the times, in the amounts, in the manner, and to the extent required under Section 148(f) of the Code and the Treasury Regulations promulgated in connection therewith. At least five percent (5%) of the total amount of moneys that are expected to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property within six (6) months from the date of this Lease. All moneys to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property no later than the earlier of: (I) the date twelve (12) months from the date such moneys are advanced; and (II) the date three (3) years from the date of this Lease.
- (P) This Lease and the Advances to be made hereunder are not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the regulations promulgated in connection therewith (I) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (II) overburdening the tax-exempt bond market, as those terms are used in Section 1.148-10(a)(2) of the Regulations.
- (Q) To the best of the knowledge, information and belief of the Lessee, the above expectations are reasonable. On the basis of the foregoing, it is not expected that the proceeds of this Lease and the Advances to be made hereunder will be used in a manner that would cause this Lease or such Advances to be "arbitrage bonds" under Section 148 of the Code and the regulations promulgated thereunder, and to the best of the knowledge, information and belief of the Lessee, there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.
- (ii) <u>Arbitrage Rebate Under Section 148(f) of the Code</u>. With respect to the arbitrage rebate requirements of Section 148(f) of the Code, either (check applicable box):
- (A) <u>Lessee Qualifies for Small Issuer Exemption from Arbitrage Rebate</u>. The Lessee hereby certifies and represents that it qualifies for the exception contained in Section 148(f)(4)(D) of the Code from the requirement to rebate arbitrage earnings from investment of proceeds of the Advances made under this Lease (the "Rebate Exemption") as follows:
 - (1) The Lessee has general taxing powers.
 - (2) Neither this Lease, any Advances to be made hereunder, nor any portion thereof are private activity bonds as defined in Section 141 of the Code ("Private Activity Bonds").

- (3) Ninety-five percent (95%) or more of the net proceeds of the Advances to be made hereunder are to be used for local government activities of the Lessee (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Lessee).
- (4) Neither the Lessee nor any aggregated issuer has issued or is reasonably expected to issue any tax-exempt obligations other than Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) during the current calendar year, including the Advances to be made hereunder, which in the aggregate would exceed \$5,000,000 in face amount, or \$15,000,000 in face amount for such portions, if any, of any tax-exempt obligations of the Lessee and any aggregated issuer as are attributable to construction of public school facilities within the meaning of Section 148(f)(4)(D)(vii) of the Code.

For purposes of this Section, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee.

The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D)(i)(IV) of the Code.

Accordingly, the Lessee will qualify for the Rebate Exemption granted to governmental units issuing less than \$5,000,000 under Section 148(f)(4)(D) of the Code (\$15,000,000 for the financing of public school facilities construction as described above), and the Lessee shall be treated as meeting the requirements of Paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States with respect to this Lease and the Advances to be made hereunder.

- or -

- (B) Lessee Will Keep Records of and Will Rebate Arbitrage. The Lessee does not qualify for the small issuer Rebate Exemption described above, and the Lessee hereby certifies and covenants that it will account for, keep the appropriate records of, and pay to the United States, the rebate amount, if any, earned from the investment of gross proceeds of this Lease and the Advances to be made hereunder, at the times, in the amounts, and in the manner prescribed in Section 148(f) of the Code and the applicable Regulations promulgated with respect thereto.
- (m) Small Issuer Exemption from Bank Nondeductibility Restriction. Based on the following representations of the Lessee, the Lessee hereby designates this Lease and the interest components of the Lease Payments hereunder as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code: (i) this Lease and the Lease Payments hereunder are not private activity bonds within the meaning of Section 141 of the Code; (ii) the Lessee reasonably anticipates that it, together with all "aggregated issuers," will not issue during the current calendar year obligations (other than those obligations described in clause (iii) below) the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code which, when aggregated with this Lease, will exceed an aggregate principal amount of \$10,000,000; (iii) and notwithstanding clause (ii) above, the Lessee and its aggregated issuers may have issued in the current calendar year and may continue to issue during the remainder of the

current calendar year private activity bonds other than qualified 501(c)(3) bonds as defined in Section 145 of the Code. For purposes of this subsection, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee. The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code.

SECTION 2.2 <u>Representations, Covenants and Warranties of the Bank</u>. The Bank is a national banking association, duly organized, existing and in good standing under and by virtue of the laws of the United States of America, has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same, and has duly authorized the execution and delivery of this Lease. This Lease constitutes the legal, valid and binding obligation of the Bank, enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

ARTICLE III

AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

SECTION 3.1 <u>Lease</u>. The Bank hereby leases the Leased Property to the Lessee, and the Lessee hereby leases the Leased Property from the Bank, upon the terms and conditions set forth herein.

Concurrently with its execution of this Lease, the Lessee shall deliver to the Bank fully completed documents substantially in the forms attached hereto as Exhibits B, C, D, E and F hereto. Prior to the Bank making the final Advance hereunder, Lessee shall provide the Bank an executed copy of the Delivery and Acceptance Certificate found in Exhibit F.

SECTION 3.2 <u>Term.</u> The Term of this Lease shall commence on the date of execution of this Lease, including delivery to the Bank by the Lessee of fully completed documents in the forms set forth in Exhibits B, C, D, E and F attached hereto, and continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the "Original Term"). Thereafter, this Lease will be extended for 4 successive additional periods of one year coextensive with Lessee's fiscal year, except for the last such period which may be less than a full fiscal year, (each, a "Renewal Term") subject to an Event of Nonappropriation as described herein below in this Section 3.2 and in Section 3.3(a), with the final Renewal Term ending on May 23, 2028, unless this Lease is terminated as hereinafter provided. The Original Term together with all scheduled Renewal Terms shall be referred to herein as the "Scheduled Term" irrespective of whether this Lease is terminated for any reason prior to the scheduled commencement or termination of any Renewal Term as provided herein.

If Lessee does not appropriate funds for the payment of Lease Payments due for any Renewal Term in the adopted budget of the Lessee for the applicable fiscal year (an "Event of Nonappropriation"), this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Bank of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect.

SECTION 3.3 <u>Termination</u>. This Lease will terminate upon the earliest of any of the following events:

(a) upon the expiration of the Original Term or any Renewal Term of this Lease following an Event of Nonappropriation;

- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Leased Property;
- (c) a default by Lessee and Bank's election to terminate this Lease under Article VII herein; or
- (d) the expiration of the Scheduled Term of this Lease, the Lessee having made payment of all Lease Payments accrued to such date.

SECTION 3.4 Lease Payments.

- (a) <u>Time and Amount</u>. During the Term of this Lease and so long as this Lease has not terminated pursuant to Section 3.3, the Lessee agrees to pay to the Bank, its successors and assigns, as annual rental for the use and possession of the Leased Property, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit A, to be due and payable in arrears on each payment date identified in Exhibit A (or if such day is not a Business Day, the next succeeding Business Day) specified in Exhibit A (the "Lease Payment Date").
- (b) <u>Rate on Overdue Payments</u>. In the event the Lessee should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate equal to the original interest rate payable with respect to such Lease Payments.
- (c) <u>Additional Payments</u>. Any additional payments required to be made by the Lessee hereunder, including but not limited to Sections 4.1, 5.3, and 7.4 of this Lease, shall constitute additional rental for the Leased Property.
- SECTION 3.5 <u>Possession of Leased Property Upon Termination</u>. Upon termination of this Lease pursuant to Sections 3.3(a), or (c), the Lessee shall transfer the Leased Property to the Bank in such manner as may be specified by the Bank, and the Bank shall have the right to take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property, and the Lessee at the Bank's direction shall ship the Leased Property to the destination designated by the Bank by loading the Leased Property at the Lessee's cost and expense, on board such carrier as the Bank shall specify.
- SECTION 3.6 No Withholding. Notwithstanding any dispute between the Bank and the Lessee, in connection with this Lease or otherwise, including a dispute as to the failure of any portion of the Leased Property in use by or possession of the Lessee to perform the task for which it is leased, the Lessee shall make all Lease Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.
- SECTION 3.7 Lease Payments to Constitute a Current Obligation of the Lessee. Notwithstanding any other provision of this Lease, the Lessee and the Bank acknowledge and agree that the obligation of the Lessee to pay Lease Payments hereunder constitutes a current special obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the general tax revenues or credit of the Lessee to the payment of the Lease Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Lease Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

SECTION 3.8 <u>Net Lease</u>. This Lease shall be deemed and construed to be a "net-net-net lease" and the Lessee hereby agrees that the Lease Payments shall be an absolute net return to the Bank, free and clear of any expenses, charges or set-offs whatsoever, except as expressly provided herein.

SECTION 3.9 Offset. Lease Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Lease Payments or other sums for any reason whatsoever, including, but not limited to: (i) any accident or unforeseen circumstances; (ii) any damage or destruction of the Leased Property or any part thereof; (iii) any restriction or interference with Lessee's use of the Leased Property; (iv) any defects, breakdowns, malfunctions, or unsuitability of the Leased Property or any part thereof; or (v) any dispute between the Lessee and the Bank, any vendor or manufacturer of any part of the Leased Property, or any other person.

ARTICLE IV

INSURANCE

SECTION 4.1 Insurance. Lessee, at Bank's option, will either self-insure, or at Lessee's cost, will cause casualty insurance and property damage insurance to be carried and maintained on the Leased Property, with all such coverages to be in such amounts sufficient to cover the value of the Leased Property at the commencement of this Lease (as determined by the purchase price paid for the Leased Property), and public liability insurance with respect to the Leased Property in the amounts required by law, but in no event with a policy limit less than \$1,000,000 per occurrence. All insurance shall be written in such forms, to cover such risks, and with such insurers, as are customary for public entities such as the Lessee. A combination of selfinsurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Bank to be a loss payee as its interest under this Lease may appear on such property damage insurance policies, and an additional insured on a primary and noncontributory basis on such public liability insurance in an amount equal to or exceeding the minimum limit stated herein. Subject to Section 4.2, insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Bank in an amount equal to the then outstanding principal and accrued interest components of the Lease Payments at the time of such damage or destruction as provided by Section 8.1. Lessee will deliver to Bank the policies or evidences of insurance or self-insurance satisfactory to Bank, together with receipts for the applicable premiums before the Leased Property is delivered to Lessee and at least thirty (30) days before the expiration of any such policies. By endorsement upon the policy or by independent instrument furnished to Bank, such insurer will agree that it will give Bank at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workers compensation insurance covering all employees working on, in, or about the Leased Property, and will require any other person or entity working on, in, or about the Leased Property to carry such coverage, and will furnish to Bank certificates evidencing such coverages throughout the Term of this Lease.

SECTION 4.2 <u>Damage to or Destruction of the Leased Property</u>. If all or any part of the Leased Property is lost, stolen, destroyed, or damaged, Lessee will give Bank prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost. If such lost, stolen, destroyed or damaged Leased Property is equipment, it shall be repaired or replaced within thirty (30) days after such event. If such lost, stolen, destroyed or damaged Leased Property is other than equipment, it shall be repaired or replaced within one hundred eighty (180) days after such event. Any replaced Leased Property will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Bank under the policies required under Section 4.1 with respect to the Leased Property lost, stolen, destroyed, or damaged, will be paid to Lessee if the Leased Property is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Bank to the extent of the then remaining portion of the Lease Payments to become due during the Scheduled Term of this Lease less that portion of such Lease Payments attributable to interest which will not then have accrued as provided in Section 8.1. No loss, theft, destruction, or damage to the Leased Property will impose any

obligation on Bank under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Leased Property and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

ARTICLE V

COVENANTS

SECTION 5.1 <u>Use of the Leased Property</u>. The Lessee represents and warrants that it has an immediate and essential need for the Leased Property to carry out and give effect to the public purposes of the Lessee, which need is not temporary or expected to diminish in the foreseeable future, and that it expects to make immediate use of all of the Leased Property.

The Lessee hereby covenants that it will install, use, operate, maintain, and service the Leased Property in accordance with all vendors' instructions and in such a manner as to preserve all warranties and guarantees with respect to the Leased Property.

The Lessor hereby assigns to the Lessee, without recourse, for the Term of this Lease, all manufacturer warranties and guaranties, express or implied, pertinent to the Leased Property, and the Lessor directs the Lessee to obtain the customary services furnished in connection with such warranties and guaranties at the Lessee's expense; provided, however, that the Lessee hereby agrees that it will reassign to the Lessor all such warranties and guaranties in the event of termination of this Lease pursuant to Sections 3.3(a) or 3.3(c).

SECTION 5.2 <u>Interest in the Leased Property and this Lease</u>. Upon expiration of the Term as provided in Section 3.3(b) or 3.3(d) hereof, all right, title and interest of the Bank in and to all of the Leased Property shall be transferred to and vest in the Lessee, without the necessity of any additional document of transfer.

SECTION 5.3 Maintenance, Utilities, Taxes and Assessments.

- (a) <u>Maintenance; Repair and Replacement</u>. Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all repair and maintenance of the Leased Property shall be the responsibility of the Lessee, and the Lessee shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property excepting ordinary wear and tear, and the Lessee hereby covenants and agrees that it will comply with all vendors' and manufacturers' maintenance and warranty requirements pertaining to the Leased Property. In exchange for the Lease Payments herein provided, the Bank agrees to provide only the Leased Property, as hereinbefore more specifically set forth.
- (b) Tax and Assessments; Utility Charges. The Lessee shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges, of any type or nature charged to the Lessee or levied, assessed or charged against any portion of the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.
- (c) <u>Contests</u>. The Lessee may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit

the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; <u>provided</u> that prior to such nonpayment it shall furnish the Bank with the opinion of an independent counsel acceptable to the Bank to the effect that, by nonpayment of any such items, the interest of the Bank in such portion of the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. Otherwise, the Lessee shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Bank.

SECTION 5.4 Modification of the Leased Property.

- (a) Additions, Modifications and Improvements. The Lessee shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Leased Property if such improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments; and the Leased Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements.
- (b) No Liens. Except for Permitted Encumbrances, the Lessee will not permit (i) any liens or encumbrances to be established or remain against the Leased Property or (ii) any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the Lessee pursuant to this Section; provided that if any such mechanic's lien is established and the Lessee shall first notify or cause to be notified the Bank of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Bank with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Bank. The Bank will cooperate fully in any such contest.
- SECTION 5.5 <u>Permits</u>. The Lessee will provide all permits and licenses necessary for the ownership, possession, operation, and use of the Leased Property, and will comply with all laws, rules, regulations, and ordinances applicable to such ownership, possession, operation, and use. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Leased Property, such changes or additions will be made by the Lessee at its own expense.
- SECTION 5.6 <u>Bank's Right to Perform for Lessee</u>. If the Lessee fails to make any payment or to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, the Bank may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and the expense of any such action incurred by the Bank, as the case may be, will be deemed to be additional rent payable by the Lessee on the Bank's demand.
- SECTION 5.7 <u>Bank's Disclaimer of Warranties</u>. The Bank has played no part in the selection of the Leased Property, the Lessee having selected the Leased Property independently from the Bank. The Bank, at the Lessee's request, has acquired or arranged for the acquisition of the Leased Property and shall lease the same to the Lessee as herein provided, the Bank's only role being the facilitation of the financing of the Leased Property for the Lessee. THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY,

DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE LEASED PROPERTY, OR ANY PORTION THEREOF. THE LESSEE ACKNOWLEDGES THAT THE BANK IS NOT A MANUFACTURER OR VENDOR OF ALL OR ANY PORTION OF THE LEASED PROPERTY, AND THAT THE LESSEE IS LEASING THE LEASED PROPERTY AS IS. In no event shall the Bank be liable for incidental, direct, indirect, special or consequential damages, in connection with or arising out of this Lease, for the existence, furnishing, functioning or Lessee's use and possession of the Leased Property.

SECTION 5.8 <u>Indemnification</u>. To the extent permitted by applicable law, the Lessee hereby agrees to indemnify and hold harmless the Bank, its directors, officers, shareholders, employees, agents, and successors from and against any loss, claim, damage, expense, and liability resulting from or attributable to the acquisition, construction, or use of the Leased Property. Notwithstanding the foregoing, the Bank shall not be indemnified for any liability resulting from the gross negligence or willful misconduct of the Bank.

SECTION 5.9 <u>Inclusion for Consideration as Budget Item.</u> During the Term of this Lease, the Lessee covenants and agrees that it shall give due consideration, in accordance with applicable law, as an item for expenditure during its annual budget considerations, of an amount necessary to pay Lease Payments for the Leased Property during the next succeeding Renewal Term. Nothing herein shall be construed to direct or require that Lessee take or direct that any legislative act be done, or that the Governing Body of Lessee improperly or unlawfully delegate any of its legislative authority.

SECTION 5.10 <u>Annual Financial Information</u>. During the Term of this Lease, the Lessee covenants and agrees to provide the Bank as soon as practicable when they are available: (i) a copy of the Lessee's final annual budget for each fiscal year; (ii) a copy of the Lessee's most recent financial statements; and (iii) any other financial reports the Bank may request from time to time.

ARTICLE VI

ASSIGNMENT AND SUBLEASING

SECTION 6.1 <u>Assignment by the Bank</u>. The parties hereto agree that all rights of Bank hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part, including without limitation transfer to a trustee pursuant to a trust arrangement under which the trustee issues certificates of participation evidencing undivided interests in this Lease and/or the rights to receive Lease Payments hereunder, provided that notice of any such assignment, transfer or other disposition is given to Lessee.

SECTION 6.2 <u>Assignment and Subleasing by the Lessee</u>. The Lessee may not assign this Lease or sublease all or any portion of the Leased Property unless both of the following shall have occurred: (i) the Bank shall have consented to such assignment or sublease; and (ii) the Bank shall have received assurance acceptable to the Bank that such assignment or sublease: (A) is authorized under applicable state law, (B) will not adversely affect the validity of this Lease, and (C) will not adversely affect the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1 Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

- (a) <u>Payment Default</u>. Failure by the Lessee to pay any Lease Payment required to be paid hereunder by the corresponding Lease Payment Date.
- (b) <u>Covenant Default</u>. Failure by the Lessee to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Bank; <u>provided</u>, <u>however</u>, if the failure stated in the notice cannot be corrected within the applicable period, the Bank shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.
- (c) <u>Bankruptcy or Insolvency</u>. The filing by the Lessee of a case in bankruptcy, or the subjection of any right or interest of the Lessee under this Lease to any execution, garnishment or attachment, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of creditors, or the entry by the Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

The foregoing provisions of this Section 7.1 are subject to the provisions of Section 3.2 hereof with respect to nonappropriation.

- SECTION 7.2 <u>Remedies on Default</u>. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, the Bank shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:
 - (a) take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property;
 - (b) hold the Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the rent paid by a lessee of the Leased Property pursuant to such lease; and
 - (c) take whatever action at law or in equity may appear necessary or desirable to enforce its right hereunder.
- SECTION 7.3 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.
- SECTION 7.4 <u>Agreement to Pay Attorneys' Fees and Expenses</u>. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

SECTION 7.5 <u>Waiver of Certain Damages</u>. With respect to all of the remedies provided for in this Article VII, the Lessee hereby waives any damages occasioned by the Bank's repossession of the Leased Property upon an event of default.

ARTICLE VIII

PREPAYMENT OF LEASE PAYMENTS IN PART

SECTION 8.1 Extraordinary Prepayment From Net Proceeds. To the extent, if any, required pursuant to Section 4.1 the Lessee shall be obligated to purchase the Leased Property by prepaying the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds or other moneys pursuant to Article IV hereof. The Lessee and the Bank hereby agree that in the case of such prepayment of the Lease Payments in part, such Net Proceeds or other moneys shall be credited toward the Lessee's obligations hereunder pro rata among Lease Payments so that following prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments.

SECTION 8.2 Option to Purchase Leased Property. Subject to the terms and conditions of this Section, the Bank hereby grants an option to the Lessee to purchase all or a portion of the Leased Property by paying on any date a price equal to the portion of the outstanding principal component of the Lease Payments that is allocable to such portion of the Leased Property that is being so purchased, without premium, plus the accrued interest component of such portion of the Lease Payments to such payment date. To exercise this option, the Lessee must deliver to the Bank written notice specifying the date on which the Leased Property is to be purchased (the "Closing Date"), which notice must be delivered to the Bank at least thirty (30) days prior to the Closing Date specified therein. The Lessee may purchase the Leased Property pursuant to the option granted in this Section only if the Lessee has made all Lease Payments when due (or has remedied any defaults in the payment of Lease Payments, in accordance with the provisions of this Lease) and all other warranties, representations, covenants, and obligations of the Lessee under this Lease have been satisfied (or all breaches thereof have been waived by the Bank in writing).

Upon the expiration of the Scheduled Term of this Lease and provided that all conditions of the immediately preceding paragraph have been satisfied (except those pertaining to notice), the Lessee shall be deemed to have purchased the Leased Property (without the need for payment of additional moneys) and shall be vested with all rights and title to the Leased Property.

ARTICLE IX

MISCELLANEOUS

SECTION 9.1 <u>Notices</u>. Unless otherwise specifically provided herein, all notices shall be in writing addressed to the respective party as set forth below (or to such other address as the party to whom such notice is intended shall have previously designated by written notice to the serving party), and may be personally served, telecopied, or sent by overnight courier service or United States mail:

If to Bank: If to the Lessee:

ZIONS BANCORPORATION, N.A. One South Main Street, 17th Floor Salt Lake City, Utah 84133 <u>Attention</u>: Kirsi Hansen South Ogden City 3950 Adams Avenue, Suite 1 Ogden, UT 84403 Attention: Matt Dixon

Such notices shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted by 4:00 p.m. (Salt Lake City time) on a

Business Day or, if not, on the next succeeding Business Day; (c) if delivered by overnight courier, two Business Days after delivery to such courier properly addressed; or (d) if by United States mail, four Business Days after depositing in the United States mail, postage prepaid and properly addressed.

SECTION 9.2 <u>System of Registration.</u> The Lessee shall be the Registrar for this Lease and the rights to payments hereunder. The Bank shall be the initial Registered Owner of rights to receive payments hereunder. If the Bank transfers its rights to receive payments hereunder, the Registrar shall note on this Lease the name and address of the transferee.

SECTION 9.3 <u>Instruments of Further Assurance.</u> To the extent, if any, that the Bank's interest in the Leased Property as Lessor under this Lease is deemed to be a security interest in the Leased Property, then the Lessee shall be deemed to have granted, and in such event the Lessee does hereby grant, a security interest in the Leased Property to the Bank, which security interest includes proceeds, and this Lease shall constitute a security agreement under applicable law. Concurrently with the execution of this Lease, the Lessee has executed, delivered, and filed and/or recorded all financing statements, UCC forms, mortgages, deeds of trust, notices, filings, and/or other instruments, in form required for filing and/or recording thereof, as are required under applicable law to fully perfect such security interest of the Bank in the Leased Property (collectively, "Security Documents"). Attached hereto as Exhibit E are copies of all such Security Documents. The Lessee will do, execute, acknowledge, deliver and record, or cause to be done, executed, acknowledged, delivered and recorded, such additional acts, notices, filings and instruments as the Bank may require in its sole discretion to evidence, reflect and perfect the title, ownership, leasehold interest, security interest and/or other interest of the Bank in and to any part or all of the Leased Property, promptly upon the request of the Bank.

SECTION 9.4 <u>Binding Effect</u>. This Lease shall inure to the benefit of and shall be binding upon the Bank and the Lessee and their respective successors and assigns.

SECTION 9.5 <u>Amendments</u>. This Lease may be amended or modified only upon the written agreement of both the Bank and the Lessee.

SECTION 9.6 <u>Section Headings</u>. Section headings are for reference only and shall not be used to interpret this Lease.

SECTION 9.7 <u>Severability</u>. In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.8 <u>Entire Agreement</u>. This Lease and the attached Exhibits constitute the entire agreement between the Bank and the Lessee and supersedes any prior agreement between the Bank and the Lessee with respect to the Leased Property, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by both the Bank and the Lessee.

SECTION 9.9 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.10 <u>Arbitration</u>. To the extent permitted by law, any dispute, controversy or claim arising out of or based upon the terms of this Lease or the transactions contemplated hereby shall be settled exclusively and finally by binding arbitration. Upon written demand for arbitration by any party hereto, the parties to the dispute shall confer and attempt in good faith to agree upon one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after receipt of such written demand, each party to the dispute shall appoint one arbitrator and those two arbitrators shall agree upon a third arbitrator. Any arbitrator or arbitrators appointed as provided in this section shall be selected from panels maintained by, and the binding arbitration shall be conducted in accordance with the commercial arbitration rules of, the

American Arbitration Association (or any successor organization), and such arbitration shall be binding upon the parties. The arbitrator or arbitrators shall have no power to add or detract from the agreements of the parties and may not make any ruling or award that does not conform to the terms and conditions of this Lease. The arbitrator or arbitrators shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Judgment upon an arbitration award may be entered in any court having jurisdiction. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees and expert witness costs and expenses.

SECTION 9.11 <u>Applicable Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Bank has caused this Lease to be executed in its name by its duly authorized officer, and the Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

ZIONS BANCORPORATION, N.A., as Lessor

By:	
	Authorized Office
	SOUTH OGDEN CITY, as Lesse
Ву:	
	Titl
ATTEST:	
Leesa Kapetano City Recorder	ov, MMC

EXHIBIT A

FIXED RATE

LEASE PAYMENT DEBT SERVICE SCHEDULE*

1. Interest. Interest components payable on the principal amount outstanding have been computed at the rate of five and two hundredths' percent (5.02 %) per annum calculated based on twelve 30-day months during a 360-day year.

2. Payment Dates and Amounts.

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/23/2024	288,650.40			288,650.40	288,650.40
05/23/2025	243,856.69	5.020%	44,793.69	288,650.38	288,650.38
05/23/2026	205,652.78	5.020%	32,552.09	238,204.87	238,204.87
05/23/2027	215,976.55	5.020%	22,228.32	238,204.87	238,204.87
05/23/2028	226,818.58	5.020%	11,386.29	238,204.87	238,204.87
Total	\$1,180,955.00		\$110,960.39	\$1,291,915.39	

EXHIBIT B

DESCRIPTION OF THE LEASED PROPERTY

2023 Ford Truck F-150 Series, Supercrew VIN 1FTFW1ED5PFB82098

2023 Ford Truck Explorer 4DR 4WD SP VIN 1FM5K8GC6PGA01343

2023 Ford Truck Explorer 4DR 4WD SP VIN 1FM58GC6PGA01147

2023 Ford Truck F-150 Series, Supercrew VIN 1FTFW1EDXPFB81707

2023 Ford Truck F-150 Series, Supercrew VIN 1FTFW1ED0PFB81537

2023 Ford Truck F-150 Series, Supercrew VIN 1FTFW1ED1PFD26973

2023 Ford Truck F-150 Series, Supercrew VIN 1FTFW1ED4PFD26630

2023 Ford Truck F-150 Series, Supercrew VIN 1FTFW1EDXPFD27474

2023 Ford Truck F-150 Series, Supercrew VIN 1FTFW1ED0PFC27125

2024 Ford Truck S-DTY F-350 VIN 1FT8W3BT3REC33655

2024 Ford Truck S-DTY F-350 VIN 1FT8W3BT3REC24036

2023 Ford Truck S-DTY F-350 VIN 1FT8W3BT5PED24164

2024 Ford Truck S-DTY F-350 VIN 1FT8W3BT0REC24072

2023 Ford Truck F-150 Series, Supercrew VIN 1FTFW1EDXPFB81707

2023 Ford Truck F-150 Series, Supercrew VIN 1FTFW1ED8PFD27778

EXHIBIT C

RESOLUTION OF GOVERNING BODY

A resolution approving the form of the Lease/Purchase Agreement with ZIONS BANCORPORATION, N.A., Salt Lake City, Utah and authorizing the execution and delivery thereof.

Whereas, The City Council (the "Governing Body") of South Ogden City (the "Lessee") has determined that the leasing of the property described in the Lease/Purchase Agreement (the "Lease/Purchase Agreement") presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

Whereas, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

Whereas, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

Be it resolved by the Governing Body of South Ogden City as follows:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

Adopted and approved this _	day of	, 2024.
	Ву	
Attest:		
Ву		-
Print Name		
Title		

STATE OF UTAH)
COUNTY OF WEBER) ss.)
I, of South (Title)	hereby certify that I am the duly qualified and acting Ogden City (the "Lessee").
minutes of a regular meeting of the govern	d foregoing instrument constitutes a true and correct copy of the ning body including a Resolution adopted at said meeting held on ation are officially of record in my possession, and that a copy of con, 2024.
In witness whereof, I have hereu, 2024.	anto set my hand on behalf of the Lessee this day of
	Ву
	Print Name
	Title

EXHIBIT D Opinion of Lessee's Counsel

To: ZIONS BANCORPORATION, N.A. One South Main Street, 17th Floor Salt Lake City, Utah 84133

As counsel for South Ogden City ("Lessee"), I have examined duly executed originals of the Lease/Purchase Agreement (the "Lease") dated this 23rd day of May, 2024, between the Lessee and ZIONS BANCORPORATION, N.A., Salt Lake City, Utah ("Bank"), and the proceedings taken by Lessee to authorize and execute the Lease (the "Proceedings"). Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

- 1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah (the "State").
- 2. The Lease and the Proceedings have been duly adopted, authorized, executed, and delivered by Lessee, and do not require the seal of Lessee to be effective, valid, legal, or binding.
- 3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Proceedings were adopted and the Lessee's execution of the Lease was authorized.
- 4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable against Lessee in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditor's rights generally.
- 5. Either there are no usury laws of the State applicable to the Lease, or the Lease is in accordance with and does not violate all such usury laws as may be applicable.
- 6. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property (as defined in the Lease) from the Bank under the Lease, or the acquisition and leasing of the Leased Property from the Bank under the Lease comply with all such procurement and public bidding laws as may be applicable.
- 7. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.
- 8. The adoption, execution and/or delivery of the Lease and the Proceedings, and the compliance by the Lessee with their provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which the Lessee is subject or by which the Lessee is or may be bound.
- 9. Although we are not opining as to the ownership of the Leased Property or the priority of liens thereon, it is also our opinion that the Security Documents attached as Exhibit E to the Lease are sufficient in substance, form, and description, and indicated place, address, and method of filing and/or recording, to completely and fully perfect the security interest in every portion of the Leased Property granted under the Lease, and no other filings and/or recordings are necessary to fully perfect said security interest in the Leased Property.

Attorney for Lessee	

EXHIBIT E

SECURITY DOCUMENTS

[Attach Certificates of Title showing ZIONS BANCORPORATION, N.A. as the lien holder]

EXHIBIT F

DELIVERY AND ACCEPTANCE CERTIFICATE

To: ZIONS BANCORPORATION, N.A. One South Main Street, 17th Floor Salt Lake City, Utah 84133

Reference is made to the Lease/Purchase Agreement between the undersigned ("Lessee"), and ZIONS BANCORPORATION, N.A. (the "Bank"), dated May 23, 2024, (the "Lease") and to that part of the Leased Property described therein which comprises personal property (collectively, the "Equipment"). In connection therewith we are pleased to confirm to you the following:

- 1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
- 2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
- 3. We acknowledge that the Bank is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
- 4. The vehicle identification number for each item of Equipment which is set forth on Exhibit "B" to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Ι	Lessee:
S	SOUTH OGDEN CITY
F	By:(Authorized Signature)
Ι	Date:

Resolution No. 24-16

RESOLUTION OF SOUTH OGDEN CITY AUTHORIZING AN AGREEMENT WITH GARFF ENTERPRISES FOR PURCHASE AND REPURCHASE OF CERTAIN FLEET VEHICLES, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.

WHEREAS, the City Council finds that the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of Utah; and,

WHEREAS, the City Council finds that in conformance with Utah Code ("UC") § 10-3-717 the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property and programs; and,

WHEREAS, the City Council finds it necessary to address certain Fleet Vehicle needs within the city; and,

WHEREAS, the City Council finds it necessary to purchase 15 new Fleet Vehicles from Ken Garff Enterprises; and,

WHEREAS, the City Council finds that in order to help fund the purchase of the Fleet Vehicles it will use the trade-in value of 15 vehicles owned by the City as well as financing from Zions Bancorp; and,

WHEREAS, the City Council finds that Garff Enterprises has agreed to repurchase the 15 new Fleet Vehicles at the end of a two year period; and,

WHEREAS, the City Council finds that the City now desires to achieve these ends by authorizing agreements with Garff Enterprises;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF SOUTH OGDEN AS FOLLOWS:

SECTION 2 - CONTRACT AUTHORIZED

That The 15 Purchase Agreements, Attached Hereto As **Attachment** "A", And the "Vehicle Repurchase Option Agreement"Attached Hereto As **Attachment** "B", And By This Reference Fully Incorporated Herein, Are Hereby Approved; And That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest This Authorization

That the foregoing recitals are incorporated herein.

SECTION 3 - PRIOR ORDINANCES AND RESOLUTIONS

The body and substance of all prior Resolutions, with their provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

SECTION 4 - REPEALER OF CONFLICTING ENACTMENTS

All orders, and Resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part repealed.

SECTION 5 - SAVINGS CLAUSE

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such shall not render any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

SECTION 6 - DATE OF EFFECT

This Resolution shall be effective on the 21st day of May, 2024, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH, on this 21st day of May, 2024

	SOUTH OGDEN CITY, a municipal corporation		
	Russell Porter, Mayor		
Attested and recorded			
Leesa Kapetanov, MMC			
City Recorder			

ATTACHMENT "A"

Resolution No. 24-16

Resolution Of South Ogden City Authorizing An Agreement With Garff Enterprises For Purchase And Repurchase Of Certain Fleet Vehicles, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

21 May 24

04/30/2024 DATE OF SALE:

KEN GARFF FORD 597 E. 1000 S AMERICAN FORK UT 84003 (801)763-6800

CUSTOMER #: 1514213

SOUTH OGDEN CITY

PURCHASER'S NAME

3950 ADAMS AVE # 1

STREET ADDRESS SOUTH OGDEN UT 84403 COUNTY

ZIP CODE

(801)940-1839

RES. PHONE

BUS. PHONE

STATE

Purchaser and Co-Purchaser(s), if any, (hereafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereafter referred to as "Seller"), subject to all terms, conditions, warranties and agreements contained herein, including those printed on the reverse side hereof.

CITY

NEW	USE	DEMO	YEAR	MAKE		SERIES			BODY	TYPE	CYL	COLOR		
Х			2023	FORD TRUCK		F-150	SERIES SUI		SUP	ERCREW		ICONIC SILV MET		
V.I.N.		·			DOMETER		STOCK N	O.		DEL. DATE		SALESPERSON		
1FT	FW1	ED5P	FB82098			5	1FT1415 04/30/2024 REED FIETKAU							
	Ρl	JRCH	ASE PRICE	E AND OTHER S	UMS DU	E	THIS SE	CTION FOR	SELL	ER'S USE ONLY	PERTAINING	G TO TRADE-IN		
4 0 4							☐ Titl	e (if not, exp	olain):					
	_		VEHICLE		610	00.00								
3. AC	CESS	JRIES/C	PTIONS			N/A	REGISTRATION POWER ODOMETER TRADE-IN AUTHORIZATION MANUFACTURED OF ATTORNEY STATEMENT APPRAISAL FOR PAYOFF OUT OF COUNTRY							
4.						N/A N/A								
5.						N/A		NOTICE	ONI	Y TO BUYE	RS OF U	ISED VEHICLES		
	TAL C	ASH PRI	CE (add lines 1-5	5)	610	00.00	The informa	ation you see	on the	window form [Buy	er's Guide] for	this vehicle is part of this contract.		
		BATE S	,	1/A	020	N/A	Information	on the windo	w form	overrides any con	trary provision	s in the contract of sale.		
8. PO	RTION	I/REBAT	E APPLIED TO P	PURCHASE	(N/A)	I HAVE RE	CEIVED A CO	OPY O	THE FTC BUYE	RS GUIDE.			
9. SUI	3TOT/	\L		(lines 6 minus 8)	610	00.00	X							
		TDA	DE INLANIE	VOD OTHER CO	EDITO		, NOTELIOT			INANCING				
		IKA	DE-IN ANL	D/OR OTHER CR	EDI12							must be acknowledged, if Purchaser agrees in only transaction, the Purchaser must sign		
YEAR/	MAKE			ODOMETER 12212			disclosure "A	". If Seller agre	es to arı	ange for financing, th	nen both Seller a	and Purchaser must sign disclosure "B". BY SCLOSURE AND AGREES THERETO. IF		
202		FOR	D TRUCK				SIGNING DI	SCLOSURE "E	3", DO	NOT SIGN UNTIL	ALL BLANKS I	HAVE BEEN FILLED IN. PURCHASER		
SERIE				BODY TYPE								B") ARE MANDATED BY STATE LAW AND SELLER AND PURCHASER.		
F-1 V.I.N.	50			4WD SUP								NGE FINANCING		
		1_	20402									ED IN THIS CONTRACT ACKNOWL-		
			FA38483 ON TRADE-IN:	N/A			l					ADE NO PROMISES, WARRANTIES,		
			0: N/A	N/A			_	-	-		-	TO OBTAIN FINANCING FOR THE RCHASER UNDERSTANDS THAT IF		
		N/A	o. N/ A									ER TO COMPLETE THE PAYMENT		
N/A		14/11					TERMS OF	THIS CONT	RACT	ALL THE FINANCI		EMENTS ARE THE SOLE RESPON-		
PAY				GOOD				F THE PURC	HASEF	₹.				
VER	IFIED	BY:		UNTIL:			SIGNATURE OF PURCHASI							
DATI	_											ENTS FOR FINANCING		
	IFICA			ACC.#:								CRIBED IN THIS CONTRACT HAS		
				ICE OWED ON TRA			l					ELLER'S REPRESENTATION THAT THE PURCHASE OF THE MOTOR		
				has given Seller a true it is not correct and is						MS OF THE FINA				
amo	unt sl	nown ab	ove, Purchase	r will pay the excess to				RATE BETW				_% PER ANNUM, TERM BETWEEN		
		IN ALLO			510	00.00	N/A					MONTHS. MONTHLY PAYMENTS		
			ON TRADE-IN*			N/A	BETWEEN			_ PER MONTH A	ND \$	N/A PER MONTH BASED		
			E ON TRADE-IN	<u> </u>	<i>'</i>	00.00		'N PAYMENT			MITHINI THE TEDN	MS DISCLOSED, THEN SELLER MUST, WITHIN		
			DOWN PAYMEN	,		N/A	SEVEN CALE! ARRANGE FIN	NDAR DAYS OF	THE DA	TE OF SALE MAIL NO	TICE TO THE PU	RCHASER THAT HE HAS NOT BEEN ABLE TO		
		CREDITS		(total lines 12 & 13	'	00.00	(b) PURCH	HASER THEN HA	S 14 DA	S FROM THE DATE OF	F SALE TO ELECT	T, IF PURCHASER CHOOSES, TO RESCIND THE		
			M LINE 9		610	00.00	(c) IN ORI	DER TO RESCINI) THE C	ONTRACT OF SALE, TH	IE PURCHASER S	HALL:		
		E CONT	MENTARY SERV	ICE EEE		N/A	l (ii) PAY TI	HE SELLER AN A	MOUNT	OR VEHICLE HE PÚRC EQUAL TO THE CURRI	ENT STÀNDARD M	MILEAGE RATE FOR THE COST OF OPERATING		
18.	ALEF	DOCUN	IENTARY SERV	ICE FEE		N/A	HAS BEEN DR	IVEN: AND				RVICE FOR EACH MILE THE MOTOR VEHICLE		
	IRTO	ΔΙ -ΤΔΧ	ABLE ITEMS	(total lines 15-18	610	<u>N/A</u> 00.00	(iii) COMP (3) IN RETURN	ENSATE SELLEF I, SELLER SHAL	L GIVE B	IY PHYSICAL DAMAGE ACK TO THE PURCHA	SER ALL PAYMEN	VEHICLE. NTS OR OTHER CONSIDERATION PAID BY THE		
		ALLOWA			0 = 0	no tax credit	I PURCHASER.	INCLUDING ANY	DOWN	PAYMENT AND ANY MO	JIOR VEHICLE IF	RADED IN. HE PURCHASER RESCINDS THE TRANSACTION, TO THE ALLOWANCE TOWARD THE PURCHASE		
		KABLE A	,	31000.00	11.100.00, 1	io tax oroun	THEN THE SEI PRICE GIVEN	LER SHALL RET BY THE SELLER	URN TO FOR TH	THE PURCHASER A SU E TRADE-IN, AS NOTE	JM EQUIVALENT T D IN THE DOCUM	O THE ALLOWANCE TOWARD THE PURCHASE ENT OF SALE.		
			e 19 minus line 2	20) \$ 10000.00			(5) IF PURCHA (a) THE	SER DOES NOT E PURCHASER I	ELECT TO S RESP	RESCIND THE CONTR PONSIBLE FOR ADI	ACT OF SALE AS F HERENCE TO 1	IO THE ALLOWANCE TOWARD THE PORCHASE ENT OF SALE. PROVIDED IN SUBSECTION (2)(b) OF THIS FORM: THE TERMS AND CONDITIONS OF THE		
22. UT	TAH S	ALES/US	SE TAX ON "TAX	ABLE AMOUNT"		N/A	CONTRACT O	R RISKS BEING TERMS AND CO	FOUND I	N DEFAULT OF THE TE S OF THE DISCLOSUR	RMS AND CONDI	ITIONS I SECTION (1) OF THIS FORM ARE NOT BINDING		
23. U1	TAH LI	CENSE	AND REGISTRA	TION FEES		N/A	ON THE SELLI	ER; AND				THE PAYMENT TERMS OF THE CONTRACT OF		
24. UT	TAH A	GE BASI	ED/PROPERTY A	ASSESSMENT FEES		N/A	SALE, THE PU	IRCHASER IS SC	LELY RE	SPONSIBLE FOR MAK	ING ALL THE FINA	ANCING ARRANGEMENTS. EKING HIS OWN FINANCING.		
25. UT	TAH IN	ISPECTI	ON/EMISSIONS	TEST FEE		N/A	SIGNATURE		DOLON	OTTHORIBIT THE TOTAL	JI INOLITI TIOWI OL	ENING FINE CONTENT IN WORKS.		
26. UT	TAH W	ASTE T	RE RECYCLING	FEE		5.00	OF PURCHASI	ER						
27. N	/A					N/A	SIGNATURE OF SELLER							
28. N						N/A		TERMS A	7CB:	FD TO:	NONE	AS FOLLOWS X		
			TEMS ABOVE	(lines 19, 22-28	7 0 = 0	05.00	GAUGE .	AUTOMOT:	IVE '	TRADE WHOL				
		CREDITS		(line 14	1, 210	00.00								
		NCE [(total line 29 minus 30)										
DAY.	30	MON	TH <u>APR</u> YE	AR 2024	100	05.00								
		•	d insurance on ve	•						mpany. Policy # _				
												OR OTHERWISE CONCERNING THE IMITED TO THE MANUFACTURER'S		

_ DATE __

WARRANTY, IF ANY, AS EXPLAINED AND CONDITIONED BY PARAGRAPH 4 ON THE REVERSE SIDE HEREOF.

This Contract includes all of the terms, conditions, restrictions, limitations and other provisions on both the face and the reverse side hereof. This contract cancels and supersedes any prior contract and as of the date hereof comprises the complete and exclusive statement of the terms of the Contract relating to the subject matters covered hereby. PURCHASER BY HIS EXECUTION OF THIS CONTRACT ACKNOWLEDGES THAT HE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREOF AND HAS RECEIVED A TRUE COPY DU

THIS CONTRACT, AND FURTHER	R AGREES TO PAY THE "BALANCE	DUE" AS SET FORTH AB	OVE ON OR BEFOR	RE THE DATE SPEC	IFIED. IF NO DATE IS	SPECIFIED, THEN	THE BALAN
IE AS OF THE DATE OF THIS CON	ITRACT. THIS CONTRACT IS NOT.	A RECEIPT OF PAYMENT.	NO RETURNS, RE	FUNDS OR EXCHAN	NGES ARE PERMISSIB	LE EXCEPT AS NO	TED ABOVE
			SO	OUTH OGDEN	CITY		
NATURE		04/30/24	VEHICLE TO BE				

APPROVED UADA FORM 1088 © 1991, Rev. 2012 TO REORDER CALL 484-8845 OR 1-800-594-8920



04/30/2024 DATE OF SALE:

KEN GARFF FORD 597 E. 1000 S AMERICAN FORK UT 84003 (801)763-6800

CUSTOMER #: 1514213

SOUTH OGDEN CITY

PURCHASER'S NAME

3950 ADAMS AVE # 1

STREET ADDRESS

SOUTH OGDEN UT 84403 STATE ZIP CODE COUNTY

(801)940-1839

RES. PHONE

BUS. PHONE

Purchaser and Co-Purchaser(s), if any, (hereafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereafter referred to as "Seller"), subject to all terms, conditions, warranties and agreements contained herein, including those printed on the reverse side hereof.

CITY

NEW USED DEMO	YEAR	MAKE	SERIES		BODY	TYPE	CYL	COLOR	
x	2023	FORD TRUCK	EXPLOF	RER	4DR	4WD SP		AGATE BLK MET	
V.I.N.			ODOMETER	STOCK NO.		DEL. DATE		SALESPERSON	
1FM5K8GC6P	GA01343		5	1FT1290 03/29/2024 BO ROBERTS					
DUDOU	ACE DDIC	E AND OTHER	LIMC DUE	THIS SECTION FOR SELLER'S USE ONLY PERTAINING TO TRADE-IN					
PURCH	ASE PRIC	E AND OTHER S	OWS DUE	Title (if not			FERTAIN	ING TO TRADE-IN	
1. CASH PRICE OF	VEHICLE		53000.00		explain).				
2. ACCESSORIES/O	PTIONS		N/A	REGISTRATION POW OF ATTO	ER OI	OMETER TRAI ATEMENT APPR	DE-IN AU AISAL F	THORIZATION MANUFACTURED OUT OF COUNTRY	
3.			N/A] .		
4.			N/A	NOT	0E 0NI	V TO DUV	-00.05	HOED VEHICLES	
5.			N/A					USED VEHICLES	
6. TOTAL CASH PRI	,		53000.00	Information you	see on the indow form	window form [Buy overrides any cor	rer's Guidej ntrary provis	for this vehicle is part of this co ions in the contract of sale.	ntract.
7. MFR. REBATE \$		N/A	N/A	I HAVE RECEIVED	A COPY O	F THE FTC BUYE	RS GUIDE.		
9. SUBTOTAL	E AFFLIED TO	(lines 6 minus 8)	(N/A)	X					
9. SOBTOTAL		(iiiles o minus o)	53000.00		F	INANCING	חופכו כ	SURF	
TRA	DE-IN AN	D/OR OTHER CF	REDITS		of the two fo	llowing disclosures,	either "A" or "E	3", must be acknowledged, if Purcha	
YEAR/MAKE		ODOMETER						de-in only transaction, the Purchaser er and Purchaser must sign disclosu	
2023 FORI	O TRUCK	5250		SIGNING, PURCHASE	RAFFIRMS	THAT HE/SHE HAS	READ THE	DISCLOSURE AND AGREES THE	RETO. IF
SERIES	J IROCK	BODY TYPE		SIGNING DISCLOSUR ACKNOWLEDGES THA	E "B", DO .T THE TERN	NOT SIGN UNTIL IS SET FORTH BEL	ALL BLANK OW ("A") AND	S HAVE BEEN FILLED IN. PUI D("B") ARE MANDATED BY STATE	RCHASER LAW AND
SUPER DUTY	F	4WD CRE		ARE NOT TO BE CON	STRUED AS	CONTRACTUAL TE	RMS BÉTWE	ÈN SELLER AND PURCHASER.	
V.I.N.					_	-	_	ANGE FINANCING	
1FT8W3BT6PI	EC26504			, ,				IBED IN THIS CONTRACT ACI MADE NO PROMISES, WARR	
*BALANCE OWED (ON TRADE-IN:	N/A						Y TO OBTAIN FINANCING FO	,
BALANCE OWED TO								PURCHASER UNDERSTANDS	
ADDRESS: N/A								ASER TO COMPLETE THE PA IGEMENTS ARE THE SOLE R	
N/A PAYOFF		GOOD		SIBILITY OF THE P				VOLUMENTO ANTE THE GOLD TO	201 011
VERIFIED BY:		UNTIL:		SIGNATURE OF PURCHASER					
DATE OF				SELLER AG	REES	TO SEEK AR	RANGE	MENTS FOR FINANCI	NG
VERIFICATION		ACC.#:		"(B)" (1) THE PURG	CHASER O	F THE MOTOR	VEHICLE D	ESCRIBED IN THIS CONTRA	CT HAS
		NCE OWED ON TRA						SELLER'S REPRESENTATIO OR THE PURCHASE OF THE	
		has given Seller a true has given Seller a true		VEHICLE. THE PRI					WOTOR
		er will pay the excess to			ETWEEN_	N/A% AN	D <u>N/A</u>	% PER ANNUM, TERM BE	TWEEN
10. TRADE-IN ALLO	WANCE		73500.00	N/A				MONTHS. MONTHLY PAY	
11. BALANCE OWEL			N/A	BETWEEN \$		PER MONTH A		N/A PER MONTH	BASED
12. NET ALLOWANC		1	,	ON A DOWN PAYM				ERMS DISCLOSED, THEN SELLER MU	ICT WITHIN
		NT (omit amt. line 8		ŠÉVÉN CALENDAR DAYS				PURCHASER THAT HE HAS NOT BEE	
14. TOTAL CREDITS		(total lines 12 & 13	'	ARRANGE FINANCING. (b) PURCHASER THE	N HAS 14 DA	YS FROM THE DATE C	F SALE TO EL	ECT, IF PURCHASER CHOOSES, TO RI	ESCIND THE
15. SUBTOTAL FRO			53000.00	(c) IN ORDER TO RE	SCIND THE CO	ONTRACT OF SALE, T	HE PURCHASE	ECT, IF PURCHASER CHOOSES, TO RI R SHALL:	
16. SERVICE CONTI		//OF FFF	N/A	(II) PAY THE SELLER	an amount	EQUAL TO THE CURR	ENT STANDAR	ID MILEAGE RATE FOR THE COST OF	OPERATING
17. DEALER DOCUM	IENTARY SER	VICE FEE	N/A	A MOTOR VEHICLE ESTA HAS BEEN DRIVEN: AND	BLISHED BY	THE FEDERAL INTER	NAL REVENUE	SERVICE FOR EACH MILE THE MOTO	OR VEHICLE
19. SUBTOTAL-TAX	ARI E ITEMS	(total lines 15-18	N/A) 53000.00	(iii) COMPENSATE SE (3) IN RETURN, SELLER	LLER FOR AN SHALL GIVE E	IY PHYSICAL DAMAGE BACK TO THE PURCH	TO THE MOTO ASER ALL PAYI	OR VEHICLE. MENTS OR OTHER CONSIDERATION F E TRADED IN.	AID BY THE
20. TRADE ALLOWA		· · · · · · · · · · · · · · · · · · ·	** If lease, no tax credit	PÜRCHASER, INCLUDING (4) IF THE TRADE-IN HAS	I ANY DOWN BEEN SOLD O	PAYMENT AND ANY M R OTHERWISE DISPOS	OTOR VEHICLI SED OF BEFOR	E TRADED IN. E THE PURCHASER RESCINDS THE TR NT TO THE ALLOWANCE TOWARD THE	ANSACTION,
21. NET TAXABLE A	١	73300.00		THEN THE SELLER SHALI PRICE GIVEN BY THE SE	. RETURN TO LLER FOR TH	THE PURCHASER A SI E TRADE-IN, AS NOTE	UM EQUIVALE! D IN THE DOC	NT TO THE ALLOWANCE TOWARD THE :UMENT OF SALE.	PURCHASE
		20) \$ -20500.00		(5) IF PURCHASER DOES (a) THE PURCHASE	NOT ELECT TO R IS RESI	DRESCIND THE CONTR PONSIBLE FOR AD	RACT OF SALE A HERENCE TO	UMENT OF SALE. AS PROVIDED IN SUBSECTION (2)(b) OF D. THE TERMS AND CONDITIONS	THIS FORM: OF THE
22. UTAH SALES/US			N/A	CONTRACT OR RISKS BE (b) IF THE TERMS AN	ING FOUND I D CONDITION	N DEFAULT OF THE T IS OF THE DISCLOSUF	ERMS AND CO RES SET FORTH	NDITIONS H IN SECTION (1) OF THIS FORM ARE N	OT BINDING
23. UTAH LICENSE	AND REGISTRA	ATION FEES	N/A	ON THE SELLER: AND					
24. UTAH AGE BASE	D/PROPERTY	ASSESSMENT FEES	N/A	SALE, THE PURCHASER	IS SOLELY RE	SPONSIBLE FOR MAK	(ING ALL THE I	TE THE PAYMENT TERMS OF THE CO FINANCING ARRANGEMENTS. I SEEKING HIS OWN FINANCING.	
25. UTAH INSPECTI	ON/EMISSIONS	S TEST FEE	N/A	SIGNATURE	JOINE DOLON	OTTROHIBIT THE TOT	OHAGEITTION	TOLLING THE OWN THANOING.	
26. UTAH WASTE TI	RE RECYCLIN	G FEE	5.00	OF PURCHASER					
27. N/A			N/A	SIGNATURE OF SELLER					
28. N/A			N/A	OTHER TERM	S AGRI	EED TO:	NONE	AS FOLLOWS X	
29. TOTAL OF ALL I		(lines 19, 22-28	33003.00	GAUGE AUTOM					
30. TOTAL CREDITS		(line 14	73300.00						
31. BALANCE D	UE	(total line 29 minus 30							
			-20495.00						
Purchaser has arranged		•				ompany. Policy # _			
SELLER MAKES NO	WARRANTY, I	EXPRESS OR IMPLIED, \	VITH RESPECT TO THE	MERCHANTABILITY,	FITNESS	FOR PARTICULA	R PURPOS	E, OR OTHERWISE CONCER	NING THE

WARRANTY, IF ANY, AS EXPLAINED AND CONDITIONED BY PARAGRAPH 4 ON THE REVERSE SIDE HEREOF.

This Contract includes all of the terms, conditions, restrictions, limitations and other provisions on both the face and the reverse side hereof. This contract cancels and supersedes any prior contract and as of the date hereof comprises the complete and exclusive statement of the terms of the Contract relating to the subject matters covered hereby. PURCHASER BY HIS EXECUTION OF THIS CONTRACT ACKNOWLEDGES THAT HE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREOF AND HAS RECEIVED A TRUE COPY OF THIS CONTRACT, AND FURTHER AGREES TO PAY THE "BALANCE DUE" AS SET FORTH ABOVE ON OR BEFORE THE DATE SPECIFIED. IF NO DATE IS SPECIFIED, THEN THE BALANCE IS DU

INTRACT ACKNOWLEDGES THAT HE HAS READ ITS TERMS, CON	IDITIONS AND WARRANTI	ES BOTH ON TH	IE FACE AND	THE REVERSE S	IDE HEREOF AND H	AS RECEIVED A TRUE COP	Υ
THIS CONTRACT, AND FURTHER AGREES TO PAY THE "BALANCI	E DUE" AS SET FORTH AB	OVE ON OR BEF	ORE THE DAT	TE SPECIFIED. IF	NO DATE IS SPECIF	FIED, THEN THE BALANCE	S
IE AS OF THE DATE OF THIS CONTRACT. THIS CONTRACT IS NOT	A RECEIPT OF PAYMENT.	NO RETURNS, F	REFUNDS OR	EXCHANGES AF	E PERMISSIBLE EXC	CEPT AS NOTED ABOVE.	
		S	SOUTH OG	GDEN CITY	•		
NATURE	04/30/24		,00111 00	0221. 0221			

_ DATE _ APPROVED UADA FORM 1088 © 1991, Rev. 2012 TO REORDER CALL 484-8845 OR 1-800-594-8920

04/30/2024 DATE OF SALE:

KEN GARFF FORD 597 E. 1000 S AMERICAN FORK UT 84003 (801)763-6800

CUSTOMER #: 1514213

SOUTH OGDEN CITY

PURCHASER'S NAME

STREET ADDRESS

3950 ADAMS AVE # 1

SOUTH OGDEN UT 84403

COUNTY STATE ZIP CODE

(801)940-1839

RES. PHONE

BUS. PHONE

Purchaser and Co-Purchaser(s), if any, (hereafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereafter referred to as "Seller"), subject to all terms, conditions, warranties and agreements contained herein, including those printed on the reverse side hereof.

CITY

NEW	USE	DEMO	YEAR	MAKE	SERI	ES			BODY	TYPE	CYL	COLOR	
Х			2023	FORD TRUCK	EXE	LOI	RER		4DR	4WD SP		ICONIC SILV MET	
V.I.N.				0	DOMETER		STOCK NO	Э.		DEL. DATE		SALESPERSON	
1FM	15K8	GC6P	GA01147		5		1FT1308 03/29/2024 DALLIN THOMAS						
	Ρl	JRCH	ASE PRIC	E AND OTHER SI	JMS DUE		THIS SECTION FOR SELLER'S USE ONLY PERTAINING TO TRADE-IN						
1. CA	SH PF	RICE OF	VEHICLE		53000.	00		e (if not, exp	ılaın):				—
2. AC	CESS	ORIES/C	PTIONS		N	/ A	REGISTRATION	POWER OF ATTORNEY	10	DOMETER TRAI TATEMENT APPR	DE-IN AU	THORIZATION MANUFACTURED OUT OF COUNTRY	
3.					N	/ A		OF ATTORNEY	ST	ATEMENT APPR	AISAL F		٦
4.					N	/ A					_		_
5.					N	/A		NOTICE	ONI	LY TO BUYE	ERS OF	USED VEHICLES	
6. TO	TAL C	ASH PR	ICE (add lines 1-	5)	53000.	00	The informa	tion you see	on the	window form [Buy	er's Guide]	for this vehicle is part of this contract	t.
7. MF	R. RE	BATE	\$]	N/A	N	/A				overnoes any cor F THE FTC BUYE		ions in the contract of sale.	
8. PO	RTION	I/REBAT	E APPLIED TO F	PURCHASE	(N	/A)	I HAVE KE	SEIVED A CC	PYU	F INE FIC BUTE	NO GUIDE.		
9. SU	BTOT	٩L		(lines 6 minus 8)	53000.	00	X						
		TRA	DE-IN ANI	D/OR OTHER CR	EDITS				e two fo		either "A" or "E	DSURE 3", must be acknowledged, if Purchaser agde-in only transaction, the Purchaser must	
YEAR	/MAKE			ODOMETER			disclosure "A"	. If Seller agree	es to an	range for financing, t	hen both Selle	er and Purchaser must sign disclosure "B'	'. BY
202	3	FOR	D TRUCK	7500								DISCLOSURE AND AGREES THERETO S HAVE BEEN FILLED IN. PURCHA	
SERIE	S			BODY TYPE			ACKNOWLE	GES THAT TH	E TERN	IS SET FORTH BELO	OW ("A") AND	O("B") ARE MANDATED BY STATE LAW	AND
F-1	50			4WD SUP								EN SELLER AND PURCHASER.	
V.I.N.												ANGE FINANCING	A //
			FA38881				· ,					IBED IN THIS CONTRACT ACKNON MADE NO PROMISES, WARRANTI	
*BAL	ANCE	OWED	ON TRADE-IN: _N	I/A								Y TO OBTAIN FINANCING FOR T	
			0: N/A									PURCHASER UNDERSTANDS THAT	
ADDI	RESS:	N/A										ASER TO COMPLETE THE PAYMENGEMENTS ARE THE SOLE RESPO	
DAY	055			2000				THE PURC			ING ALLIAN	VOLIVIENTS AND THE SOLE HEST)IN-
PAY VFR	IFIED	RV·		GOOD UNTIL:			SIGNATURE OF PURCHASE	:R					
	E OF	ы.		OIVIIE.					ES.	TO SEEK AR	BANGE	MENTS FOR FINANCING	
	IFICA	TION		ACC.#:								ESCRIBED IN THIS CONTRACT F	IAS
Puro any	hase vehic	r warrar le trade	nts that he/she d in, and that i	NCE OWED ON TRA has given Seller a true p f it is not correct and is	pay-off amount o	n	SELLER CA	AN PROVIDE THE PRIMAR	FINAI Y TER	NCING ARRANGE MS OF THE FINA	EMENTS FO INCING ARE		OR
				er will pay the excess to	1							% PER ANNUM, TERM BETWE	
			WANCE		51000.	0.0	N/A					MONTHS. MONTHLY PAYMEN	
			D ON TRADE-IN		· '	/A	BETWEEN			_ PER MONTH A N/A		N/A PER MONTH BAS	iED
			CE ON TRADE-II	(/				N PAYMENT				 ERMS DISCLOSED, THEN SELLER MUST, W	/ITHIN
			DOWN PAYMEN			/A		idar days of '				PURCHASER THAT HE HAS NOT BEEN ABI	
		CREDITS		(total lines 12 & 13)	51000.		(b) PURCH	IASER THEN HAS	S 14 DA	YS FROM THE DATE O	F SALE TO ELI	ECT, IF PURCHASER CHOOSES, TO RESCINI	O THE
			DACT		53000.		(c) IN ORD	ER TO RESCIND	THE CO	ONTRACT OF SALE, TH	HE PURCHASE	ECT, IF PURCHASER CHOOSES, TO RESCINI R SHALL:	
		E CONT		110E EEE		/ <u>A</u>	(ii) RETUR (ii) PAY Th	N TO SELLER IT IE SELLER AN AI	MOUNT	EQUAL TO THE CURR	HASED; ENT STANDAR	RD MILEAGE RATE FOR THE COST OF OPER.	ATING
17. DI	EALER	1 DOCUI	MENTARY SERV	/ICE FEE		/ <u>A</u>	HAS BEEN DRI	IIULE ESTABLISI IVEN; AND	וא עשר	THE FEDERAL INTER	NAL REVENUE	SERVICE FOR EACH MILE THE MOTOR VE	HICLE
	IRTO	ΓΛΙ -ΤΛΥ	ABLE ITEMS	(total lines 15-18)		/ <u>A</u>	(iii) COMPE (3) IN RETURN	NSATE SELLER , SELLER SHALL	FOR AN GIVE B	IY PHYSICAL DAMAGE BACK TO THE PURCH	TO THE MOTO SER ALL PAY	OR VEHICLE. MENTS OR OTHER CONSIDERATION PAID B'	Y THE
		ALLOWA		(53000.		PÚRCHASER, (4) IF THE TRAI	ÍNCLUDING ANY DE-IN HAS BEEN	DOWN SOLD O	PAYMENT AND ANY M R OTHERWISE DISPOS	OTOR VEHICLE SED OF BEFOR	E TRADED IN. E THE PURCHASER RESCINDS THE TRANSAC	CTION.
			AMOUNT	51000.00	li iodoc, iio idx	Jiouil	THEN THE SEL PRICE GIVEN	LER SHALL RETI BY THE SELLER	JRN TO FOR TH	THE PURCHASER A SI E TRADE-IN. AS NOTE	UM EQUIVALENCE D IN THE DOC	OR VEHICLE. MENTS OR OTHER CONSIDERATION PAID B' E TRADED IN. E THE PURCHASER RESCINDS THE TRANSAL TO THE ALLOWANCE TOWARD THE PURC CUMENT OF SALE. AS PROVIDED IN SUBSECTION (2)(b) OF THIS FO D THE TERMS AND CONDITIONS OF NDITIONS H IN SECTION (1) OF THIS FORM ARE NOT BIR	HASE
_ (,	//\		ne 19 minus line 2	20) \$ 2000.00			(5) IF PURCHAS	SER DOES NOT E	LECT TO	RESCIND THE CONTR	RACT OF SALE	AS PROVIDED IN SUBSECTION (2)(b) OF THIS FOR THE TERMS AND CONDITIONS OF	ORM:
22. U	TAH S	•		(ABLE AMOUNT"	N	/ A	CONTRACT OF	R RISKS BEING F	OUNDI	N DEFAULT OF THE TI	ERMS AND CO	INDITIONS INDITIONS IN SECTION (1) OF THIS FORM ARE NOT BIN	שוחואם
			AND REGISTRA			/ A	ON THE OLLLE	עוו, הווע					
				ASSESSMENT FEES		/A	SALE, THE PUI	RCHASER IS SO	LELY RE	ESPONSIBLE FOR MAK	(ING ALL THE F	TE THE PAYMENT TERMS OF THE CONTRACT FINANCING ARRANGEMENTS.	JI UF
			ION/EMISSIONS			/A	SIGNATURE	IIS DISCLUSURE	DOE2 IN	OT PROHIBIT THE POR	CHASER FRUIV	I SEEKING HIS OWN FINANCING.	
			IRE RECYCLING		5.		OF PURCHASE	:R					
27. N						/A	SIGNATURE						
28. N						/A	OF SELLER_	TEDMO 1	000	TED TO			
		OF ALL I	TEMS ABOVE	(lines 19, 22-28)	53005.		GAUGE A	IEKMS A	VE	EED TO: TRADE WHOL	NONE ESALE S		
30. TO	OTAL (CREDITS	3	(line 14)	(51000.	١	- C.100H P				,	, ,	
		NCE I		(total line 29 minus 30)	31000.	<i></i>							
_				,	2005.	0.0							
Purcha	ser ha	s arrange	ed insurance on ve	ehicle through •			·	insura	ance co	ompany. Policy # _			
SELLE	R MA	KES NO	WARRANTY, E	XPRESS OR IMPLIED, W	ITH RESPECT TO	THE	MERCHANTA	ABILITY, FITN	NESS I	FOR PARTICULA	R PURPOS	E, OR OTHERWISE CONCERNING	THE

WARRANTY, IF ANY, AS EXPLAINED AND CONDITIONED BY PARAGRAPH 4 ON THE REVERSE SIDE HEREOF.

This Contract includes all of the terms, conditions, restrictions, limitations and other provisions on both the face and the reverse side hereof. This contract cancels and supersedes any prior contract and as of the date hereof comprises the complete and exclusive statement of the terms of the Contract relating to the subject matters covered hereby. PURCHASER BY HIS EXECUTION OF THIS CONTRACT ACKNOWLEDGES THAT HE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREOF AND HAS RECEIVED A TRUE COPY OF THIS CONTRACT, AND FURTHER AGREES TO PAY THE "BALANCE DUE" AS SET FORTH ABOVE ON OR BEFORE THE DATE SPECIFIED. IF NO DATE IS SPECIFIED, THEN THE BALANCE IS ED ABOVE.

OF THIS CONTRACT, AND FORTHLEN AGRICLES TO FAIT THE BALANCE L	JOE AS SELLIOITINA	DOVE ON ON DELONE THE	DATE SECURILD. IF INO	DATE IS STEOM IED, THEN TH
DUE AS OF THE DATE OF THIS CONTRACT. THIS CONTRACT IS NOT A	RECEIPT OF PAYMENT	. NO RETURNS, REFUNDS	OR EXCHANGES ARE PI	ERMISSIBLE EXCEPT AS NOTE
		SOUTH	OGDEN CITY	
SIGNATURE OF PURCHASER	$_{DATE} \frac{04/30/24}{}$	VEHICLE TO BE TITLED IN NAME OF		

_ DATE _ APPROVED UADA FORM 1088 © 1991, Rev. 2012 TO REORDER CALL 484-8845 OR 1-800-594-8920



(801)763-6800

CUSTOMER #: 1514213

MOTOR VEHICLE CONTRACT OF SALE

03/29/2024 DATE OF SALE:

SOUTH OGDEN CITY KEN GARFF FORD PURCHASER'S NAME 597 E. 1000 S 3950 ADAMS AVE # 1 AMERICAN FORK UT 84003

STREET ADDRESS

SOUTH OGDEN UT 84403

STATE CITY COUNTY ZIP CODE

(801)940-1839

RES. PHONE BUS. PHONE

Purchaser and Co-Purchaser(s), if any, (hereafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereafter referred to as "Seller"), subject to all terms, conditions, warranties and agreements contained herein, including those printed on the reverse side hereof.

NEW	USED	DEMO	YEAR	MAKE	SERIES			BOD	Y TYPE	CYL	COLOR		
Х			2023	FORD TRUCK	F-150	SERIES	s s		ERCREW		ICONI	C SILV ME	ET
V.I.N.				C	DOMETER	STOCK NO	Э.		DEL. DATE	1	SALESPER	SON	
1FT	FW1	EDXP	FB81707		5	1FT14	123		03/29/20	24	ROBER	T N MORGA	N
	DII	ВСН	VCE DDICE	E AND OTHER S	IIMS DIIE	THIS SE	CTION FOR	SELI	LER'S USE ONLY	Y PERTAINII	NG TO TRA	DE-IN	
				- AND OTTIER 3	OWIS DOL	I _	e (if not, exp			-			
1. CA	SH PRI	CE OF	/EHICLE		61000.00								
	CESSC	RIES/O	PTIONS		N/A	REGISTRATION	POWER OF ATTORNEY	, 0 S1	DOMETER TRAI TATEMENT APPR	DE-IN AUT	HORIZATION OR PAYOFF	MANUFACTURED OUT OF COUNTRY	
3.					N/A								
4.					N/A		NOTICE	ON	LY TO BUYI	FRS OF	IISED V	EHICLES	
5.	TAL CA	CLI DDI	2F /add lines 1 F	-\	N/A				window form [Buy				ntract
		ATE \$	CE (add lines 1-5)/A	61000.00	Information	on the windo	w form	n overrides any cor	ntrary provisio	ons in the cor	ntract of sale.	ili dot.
			APPLIED TO P	·	N/A (N/A)	I HAVE RE	CEIVED A CO	PY O	F THE FTC BUYE	RS GUIDE.			
-	BTOTA		- All I LILD TOT	(lines 6 minus 8)	61000.00	X							
0.00.				,	•			F	INANCING	DISCLO	SURE		
		TRA	DE-IN AND	O/OR OTHER CR	EDITS			e two fo	ollowing disclosures,	either "A" or "B'	', must be ackr		
YEAR/	MAKE			ODOMETER					this is a cash-only or rrange for financing, t				
202	3	RAM		8000		SIGNING, PL	JRCHASER AF	FIRMS	THAT HE/SHE HAS	READ THE D	ISCLOSURE .	AND AGREES THEF	reto. If
SERIE				BODY TYPE		ACKNOWLE	DGES THAT TH	É TERI	MS SET FORTH BEL	OW ("A") AND	("B") ARE MA	NDATED BY STATE	LAW AND
250	0			4WD CRE					CONTRACTUAL TE				
V.I.N.									R AGREES THE MOTOR VEHIC				NOW
3C6	UR5I	L4PC	5537623			· · ·			F THE MOTOR VE				
*BAL	ANCE (OWED (N TRADE-IN:	N/A		_	-		GARDING SELLE	-			
	RESS: 1		D: N\Y						VEHICLE. FURTH IN ORDER FOR T				
וטטו	iLoo.	N/A							ALL THE FINANC				
PAY	OFF			GOOD			F THE PURC	HASE	R.				
	IFIED E	BY:		UNTIL:		SIGNATURE OF PURCHASE	R						
DATI	E OF					SELL	ER AGRE	EES	TO SEEK AR	RANGEN	MENTS FO	OR FINANCII	NG
VER	IFICAT	ON		ACC.#:					OF THE MOTOR				
				ICE OWED ON TRA		l			「IN RELIANCE U NCING ARRANGI				
				has given Seller a true it is not correct and is					RMS OF THE FINA				
				r will pay the excess to	Seller on demand.				<u>N/A</u> % AN				
		N ALLO			48000.00	N/A			THS AND N/A				
			ON TRADE-IN*		N/A	BETWEEN			PER MONTH A N/A		N/A	PER MONTH	BASED
			E ON TRADE-IN	· · · · · · · · · · · · · · · · · · ·	4		'N PAYMENT LER IS NOT ABI		ARRANGE FINANCING		RMS DISCLOSE	 ED_THEN_SELLER_MU	ST WITHIN
			DOWN PAYMEN	· · · · · · · · · · · · · · · · · · ·			NDAR DAYS OF		ATE OF SALE MAIL NO				
		REDITS	M LINE 9	(total lines 12 & 13)		(b) PURCH	HASER THEN HAS E SALE PLIBSUAL	S 14 DA	YS FROM THE DATE OUTAH CODE ANN.] SECONTRACT OF SALE, T	F SALE TO ELE	CT, IF PURCHAS	SER CHOOSES, TO RE	SCIND THE
		CONTI			61000.00	(c) IN ORE	DER TO RESCIND	THE C	ONTRACT OF SALE, TO TOR VEHICLE HE PURC	HE PURCHASER	R SHALL:		
			IENTARY SERVI	ICE EEE	N/A	l (ii) Pay Th	HE SELLER AN AI	MOUNT	EQUAL TO THE CURF THE FEDERAL INTER	RENT STANDARD	MILEAGE RATI	E FOR THE COST OF (OPERATING
18.	_/\	DOCON	ILIVITATI OLITVI		N/A N/A	HAS BEEN DR	IVFN: AND						
	JBTOT/	AL-TAX	ABLE ITEMS	(total lines 15-18)		(3) IN RETURN	I, SELLER SHALL	GIVE E	NY PHYSICAL DAMAGE BACK TO THE PURCH PAYMENT AND ANY N	ASER ALL PAYM	ENTS OR OTHE	ER CONSIDERATION P.	AID BY THE
20. TF	RADE A	LLOWA	NCE ** (line	10) 48000.00	** If lease, no tax credit	(4) IF THE TRA	DE-IN HAS BEEN	SOLD C	PAYMENT AND ANY MO PROTHERWISE DISPOS OF THE PURCHASER AS HE TRADE-IN, AS NOTE O RESCIND THE CONTI PONSIBLE FOR AD IN DEFAULT OF THE T NS OF THE DISCLOSUF	SED OF BEFORE	THE PURCHASI	ER RESCINDS THE TRA	ANSACTION,
21. NE	ET TAX	ABLE A	MOUNT			PRICE GIVEN	BY THE SELLER	FOR TH	HE TRADE-IN, AS NOTE	ED IN THE DOCU	IMENT OF SALE	WANCE TOWARD THE ELIBOROTION (0)/b) OF	TUIC FORM.
		(line	e 19 minus line 2	13000.00		(a) THE	PURCHASER IS	RES	PONSIBLE FOR AD	HERENCE TO	THE TERMS	AND CONDITIONS	OF THE
			E TAX ON "TAX		N/A	(b) IF THE	TERMS AND COL	NOITION	NS OF THE DISCLOSUF	RES SET FORTH	IN SECTION (1)	OF THIS FORM ARE NO	OT BINDING
			AND REGISTRA		N/A	ON THE SELLE	H; AND ANCING IS NECE	SSARY	FOR THE PURCHASE ESPONSIBLE FOR MAI	R TO COMPLET	E THE PAYMEN	T TERMS OF THE COI	NTRACT OF
				ASSESSMENT FEES	N/A	(6) SIGNING TH	HIS DISCLOSURE	DOES N	NOT PROHIBIT THE PUR	KING ALL THE FI CHASER FROM	SEEKING HIS OV	NN FINANCING.	
			ON/EMISSIONS		N/A	SIGNATURE OF PURCHASI	=R						
		ASTE TI	RE RECYCLING	FEE	5.00	SIGNATURE							
27. N					N/A	OF SELLER_							
28. N			EMS ABOVE	/lines 10, 00 00	N/A	OTHER	TERMS A	GRI	EED TO:	NONE [FOLLOWS X	
		REDITS		(lines 19, 22-28 (line 14)	/ 01003:00	GAUGE A	AUTOMOTI	VE	TRADE WHOL	ESALE \$	48,000.	00	
		ICE D		(total line 29 minus 30)	48000.00								
DAY ²				AR 2024	12005 00								
		_		· · · · · · · · · · · · · · · · · · ·	13005.00				ompany. Policy # _				
		_	l insurance on vel	_	ITH DESDECT TO THE						OD OTHE	DWICE CONCERN	UNC THE

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHERWISE CONCERNING THE VEHICLE, PARTS OR ACCESSORIES DESCRIBED HEREIN. UNLESS OTHERWISE INDICATED BY SELLER IN WRITING, ANY WARRANTY IS LIMITED TO THE MANUFACTURER'S WARRANTY, IF ANY, AS EXPLAINED AND CONDITIONED BY PARAGRAPH 4 ON THE REVERSE SIDE HEREOF.

This Contract includes all of the terms, conditions, restrictions, limitations and other provisions on both the face and the reverse side hereof. This contract cancels and supersedes any prior contract and as of the date hereof comprises the complete and exclusive statement of the terms of the Contract relating to the subject matters covered hereby. PURCHASER BY HIS EXECUTION OF THIS CONTRACT ACKNOWLEDGES THAT HE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREOF AND HAS RECEIVED A TRUE COPY CONTRACT ACKNOWLEDGES THAT HE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVEIGE GIVE HEREO. AND THE 18 SPECIFIED. THEN THE BALANCE IS OF THIS CONTRACT, AND FURTHER AGREES TO PAY THE "BALANCE DUE" AS SET FORTH ABOVE ON OR BEFORE THE DATE SPECIFIED. IF NO DATE IS SPECIFIED, THEN THE BALANCE IS DUE AS OF THE DATE OF THIS CONTRACT. THIS CONTRACT IS NOT A RECEIPT OF PAYMENT. NO RETURNS, REFUNDS OR EXCHANGES ARE PERMISSIBLE EXCEPT AS NOTED ABOVE.

· · · · · · · · · · · · · · · · · · ·				
SIGNATURE OF PURCHASER	_{DATE} 03/29/24	VEHICLE TO BE TITLED IN NAME OF		
			OGDEN	CITY
DUE AS OF THE DATE OF THIS CONTRACT. THIS CONTRACT IS NO	OT A RECEIPT OF PAYMENT	. NO RETURNS, REFUNDS	OR EXCHAI	NGES ARE PERMISSIBLE EXCEP

SIGNATURE OF CO-PURCHASER _ _ DATE __

03/29/2024 DATE OF SALE:

KEN GARFF FORD 597 E. 1000 S AMERICAN FORK UT 84003 (801)763-6800

CUSTOMER #: 1514213

SOUTH OGDEN CITY

PURCHASER'S NAME

3950 ADAMS AVE # 1

STREET ADDRESS

SOUTH OGDEN UT 84403 COUNTY STATE ZIP CODE

(801)940-1839

RES. PHONE

BUS. PHONE

Purchaser and Co-Purchaser(s), if any, (hereafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereafter referred to as "Seller"), subject to all terms, conditions, warranties and agreements contained herein, including those printed on the reverse side hereof.

CITY

NEW GOLD DEWIC TEAT		OLI IILO		50511112	0.2	0020.1				
	FORD TRUCK		SERIES	SUPERCREW		ICONIC SILV MET				
V.I.N.	O	DOMETER	STOCK NO.	DEL. DATE	004	SALESPERSON				
1FTFW1ED0PFB81537		5	1FT1439 03/29/2024 FORD HOUSE DEAL							
PURCHASE PRICE	AND OTHER SU	JMS DUE	THIS SECTION FOR SELLER'S USE ONLY PERTAINING TO TRADE-IN Title (if not, explain):							
1. CASH PRICE OF VEHICLE		61000.00	Title (ii not, explain).							
2. ACCESSORIES/OPTIONS		N/A	REGISTRATION POWER OF ATTORNE	ODOMETER TF Y STATEMENT AP	RADE-IN AUT	THORIZATION MANUFACTURED OUT OF COUNTRY				
3.		N/A								
4.		N/A	NOTICE	ONLY TO BUY	/EDS OF	USED VEHICLES				
5.	A	N/A								
6. TOTAL CASH PRICE (add lines 1-5	′	61000.00	Information on the windo	ow form overrides any c	ontrary provisi	or this vehicle is part of this contract. ons in the contract of sale.				
8. PORTION/REBATE APPLIED TO P	I/A URCHASE	N/A (N/A)	I HAVE RECEIVED A CO	OPY OF THE FTC BUY	ERS GUIDE.					
9. SUBTOTAL	(lines 6 minus 8)	61000.00	X							
	, ,			FINANCINO	DISCLO	OSURE				
TRADE-IN AND	OR OTHER CRE	EDITS		ne two following disclosure:	s, either "A" or "B	", must be acknowledged, if Purchaser agrees le-in only transaction, the Purchaser must sign				
YEAR/MAKE	ODOMETER 6418		disclosure "A". If Seller agre	es to arrange for financing	, then both Selle	er and Purchaser must sign disclosure "B". BY				
2023 FORD TRUCK			SIGNING DISCLOSURE "I	B", DO NOT SIGN UNT	IL ALL BLANKS	DISCLOSURE AND AGREES THERETO. IF S HAVE BEEN FILLED IN. PURCHASER				
SERIES	BODY TYPE		ACKNOWLEDGES THAT TH	HE TERMS SET FORTH BE	LOW ("A") AND	("B") ARE MANDATED BY STATE LAW AND EN SELLER AND PURCHASER.				
EXPLORER V.I.N.	4DR 4WD					ANGE FINANCING				
						BED IN THIS CONTRACT ACKNOWL-				
1FM5K8GC3PGA01395 *BALANCE OWED ON TRADE-IN:	- / -		EDGES THAT THE SELI	LER OF THE MOTOR V	EHICLE HAS	MADE NO PROMISES, WARRANTIES,				
BALANCE OWED TO: N/A	N/A					TO OBTAIN FINANCING FOR THE PURCHASER UNDERSTANDS THAT IF				
ADDRESS: N/A					- ,	ASER TO COMPLETE THE PAYMENT				
14,71					ICING ARRAN	GEMENTS ARE THE SOLE RESPON-				
PAYOFF	GOOD		SIBILITY OF THE PURC	CHASER.						
VERIFIED BY:	UNTIL:		SIGNATURE OF PURCHASER							
DATE OF						MENTS FOR FINANCING				
VERIFICATION	ACC.#:					ESCRIBED IN THIS CONTRACT HAS SELLER'S REPRESENTATION THAT				
*WARRANTY AS TO BALAN						OR THE PURCHASE OF THE MOTOR				
Purchaser warrants that he/she hany vehicle traded in, and that if	it is not correct and is	greater than the	VEHICLE. THE PRIMAR							
amount shown above, Purchaser	will pay the excess to	Seller on demand.				% PER ANNUM, TERM BETWEEN				
10. TRADE-IN ALLOWANCE		44000.00	N/A	MONTHS AND N/A						
11. BALANCE OWED ON TRADE-IN*		N/A		N/A PER MONTH		N/A PER MONTH BASED				
12. NET ALLOWANCE ON TRADE-IN	(/	44000.00	ON A DOWN PAYMENT	σ. ψ		FRMS DISCLOSED THEN SELLER MUST WITHIN				
13. DEPOSIT/CASH DOWN PAYMEN	(N/A	SEVEN CALENDAR DAYS OF ARRANGE FINANCING.	THE DATE OF SALE MAIL	NOTICE TO THE	ERMS DISCLOSED, THEN SELLER MUST, WITHIN PURCHASER THAT HE HAS NOT BEEN ABLE TO				
14. TOTAL CREDITS	(total lines 12 & 13)	44000.00		AS 14 DAYS FROM THE DATE	OF SALE TO ELE	ECT, IF PURCHASER CHOOSES, TO RESCIND THE				
15. SUBTOTAL FROM LINE 9 16. SERVICE CONTRACT		61000.00	(c) IN ORDER TO RESCINI	D THE CONTRACT OF SALE, HE MOTOR VEHICLE HE PU	THE PURCHASE	R SHALL:				
17. DEALER DOCUMENTARY SERVICE	OE	N/A	(II) PAY THE SELLER AN A	AMOUNT EQUAL TO THE CUI	RRENT STANDAR	D MILEAGE RATE FOR THE COST OF OPERATING				
18.	UE FEE	N/A	HAS REEN DRIVEN: AND			SERVICE FOR EACH MILE THE MOTOR VEHICLE				
19. SUBTOTAL-TAXABLE ITEMS	(total lines 15-18)	N/A 61000.00	(III) COMPENSATE SELLER (3) IN RETURN, SELLER SHAL	THUR ANY PHYSICAL DAMA L GIVE BACK TO THE PURC	GE TO THE MOTO HASER ALL PAYN	OR VEHICLE. MENTS OR OTHER CONSIDERATION PAID BY THE TRADED IN.				
20. TRADE ALLOWANCE ** (line 1	(** If lease, no tax credit	(4) IF THE TRADE-IN HAS BEEN	Y DOWN PAYMENT AND ANY I SOLD OR OTHERWISE DISP	MOTOR VEHICLE OSED OF BEFORE	: I HADED IN. THE PURCHASER RESCINDS THE TRANSACTION,				
21. NET TAXABLE AMOUNT	11000.00	,	I HEN THE SELLER SHALL RET PRICE GIVEN BY THE SELLER	UHN TO THE PURCHASER A FOR THE TRADE-IN, AS NO	SUM EQUIVALENTED IN THE DOC	THE PURCHASER RESCINDS THE TRANSACTION, IT TO THE ALLOWANCE TOWARD THE PURCHASE JMENT OF SALE.				
(line 19 minus line 20	0) \$ 17000.00		(5) IF PURCHASER DOES NOT I	ELECT TO RESCIND THE CON S RESPONSIBLE FOR A	ITRACT OF SALE A ADHERENCE TO	OMENT OF SALE. S PROVIDED IN SUBSECTION (2)(b) OF THIS FORM: THE TERMS AND CONDITIONS OF THE NOTIFICAL (4) OF THIS FORM A DE NOT PINDING.				
22. UTAH SALES/USE TAX ON "TAXA		N/A	I (D) IF THE TERIVIS AND CO	FOUND IN DEFAULT OF THE ONDITIONS OF THE DISCLOS	TERMS AND COLUMN SET FORTH	NDITIONS I IN SECTION (1) OF THIS FORM ARE NOT BINDING				
23. UTAH LICENSE AND REGISTRAT	TION FEES	N/A	ON THE SELLER: AND			()				
24. UTAH AGE BASED/PROPERTY A	SSESSMENT FEES	N/A	SALE, THE PURCHASER IS SO	DLELY RESPONSIBLE FOR N DOES NOT PROHIBIT THE PI	IAKING ALL THE F	'E THE PAYMENT TERMS OF THE CONTRACT OF INANCING ARRANGEMENTS. SEEKING HIS OWN FINANCING.				
25. UTAH INSPECTION/EMISSIONS 1	TEST FEE	N/A	SIGNATURE	. 2020 NOT HOUSE MET		ozzorno ommi na monto.				
26. UTAH WASTE TIRE RECYCLING	FEE	5.00	OF PURCHASER							
27. N/A		N/A	SIGNATURE OF SELLER							
28. N/A		N/A	OTHER TERMS	AGREED TO:	NONE	AS FOLLOWS X				
29. TOTAL OF ALL ITEMS ABOVE	(lines 19, 22-28)	61005.00	GAUGE AUTOMOT	IVE TRADE WHO	LESALE \$	344,000.00				
30. TOTAL CREDITS	(line 14)	(44000.00)								
31. BALANCE DUE	(total line 29 minus 30)									
DAY29 MONTHMAR YEA	4R2024	17005.00								
Purchaser has arranged insurance on veh	•			ance company. Policy						
						E, OR OTHERWISE CONCERNING THE				
VEHICLE, PARTS OR ACCESSORIES WARRANTY. IF ANY. AS EXPLAINED A					AKKANIY IS	LIMITED TO THE MANUFACTURER'S				

This Contract includes all of the terms, conditions, restrictions, limitations and other provisions on both the face and the reverse side hereof. This contract cancels and supersedes any prior contract and as of the date hereof comprises the complete and exclusive statement of the terms of the Contract relating to the subject matters covered hereby. PURCHASER BY HIS EXECUTION OF THIS CONTRACT ACKNOWLEDGES THAT HE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREOF AND HAS RECEIVED A TRUE COPY OF THIS CONTRACT, AND FURTHER AGREES TO PAY THE "BALANCE DUE" AS SET FORTH ABOVE ON OR BEFORE THE DATE SPECIFIED. IF NO DATE IS SPECIFIED, THEN THE BALANCE IS DUE AS OF THE DATE OF THIS CONTRACT. THIS CONTRACT IS NOT A RECEIPT OF PAYMENT. NO RETURNS, REFUNDS OR EXCHANGES ARE PERMISSIBLE EXCEPT AS NOTED ABOVE. SOUTH OGDEN CITY SIGNATURE OF PURCHASER DATE 03/29/24 VEHICLE TO BE TITLED IN NAME OF

SIGNATURE OF CO-PURCHASER _ DATE _ APPROVED UADA FORM 1088 © 1991, Rev. 2012 TO REORDER CALL 484-8845 OR 1-800-594-8920 $_{\text{DATE}} \frac{03/29/24}{}$

03/29/2024 DATE OF SALE:

COLOR

_ DATE 03/29/24

KEN GARFF FORD 597 E. 1000 S AMERICAN FORK UT 84003 (801)763-6800

CUSTOMER #: 1514213

SOUTH OGDEN CITY

PURCHASER'S NAME

3950 ADAMS AVE # 1 STREET ADDRESS

SOUTH OGDEN UT 84403

STATE CITY COUNTY ZIP CODE

(801)940-1839

RES. PHONE BUS. PHONE

Purchaser and Co-Purchaser(s), if any, (hereafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereafter referred to as "Seller"), subject to all terms, conditions, warranties and agreements contained herein, including those printed on the reverse side hereof. NEW USED DEMO YEAR MAKE SERIES BODY TYPE

X 2023 FORD TRUCK		SERIES SUPERCREW OXFORD WHT
V.I.N.	DOMETER	STOCK NO. DEL. DATE SALESPERSON
1FTFW1ED1PFD26973	5	1FT1890 03/29/2024 JARED FIETKAU
PURCHASE PRICE AND OTHER SU	JMS DUE	THIS SECTION FOR SELLER'S USE ONLY PERTAINING TO TRADE-IN
		Title (if not, explain):
1. CASH PRICE OF VEHICLE	62000.00	
2. ACCESSORIES/OPTIONS	N/A	REGISTRATION POWER ODOMETER TRADE-IN AUTHORIZATION MANUFACTURED OF ATTORNEY STATEMENT APPRAISAL FOR PAYOFF OUT OF COUNTRY
3.	N/A	
4.	N/A	NOTICE ONLY TO BUYERS OF USED VEHICLES
5.	N/A	
6. TOTAL CASH PRICE (add lines 1-5)	62000.00	The information you see on the window form [Buyer's Guide] for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.
7. MFR. REBATE \$ N/A	N/A	I HAVE RECEIVED A COPY OF THE FTC BUYERS GUIDE.
8. PORTION/REBATE APPLIED TO PURCHASE 9. SUBTOTAL (lines 6 minus 8)	(N/A)	X
9. SUBTOTAL (lines 6 minus 8)	62000.00	FINANCING DISCLOSURE
TRADE-IN AND/OR OTHER CRE	EDITS	INSTRUCTION: One of the two following disclosures, either "A" or "B", must be acknowledged, if Purchaser agrees
YEAR/MAKE ODOMETER		to be responsible for financing, or if this is a cash-only or cash-plus-trade-in only transaction, the Purchaser must sign disclosure "A". If Seller agrees to arrange for financing, then both Seller and Purchaser must sign disclosure "B". BY
9300 2023 FORD TRUCK		SIGNING, PURCHASER AFFIRMS THAT HE/SHE HAS READ THE DISCLOSURE AND AGREES THERETO. IF
SERIES BODY TYPE		SIGNING DISCLOSURE "B", DO NOT SIGN UNTIL ALL BLANKS HAVE BEEN FILLED IN. PURCHASER ACKNOWLEDGES THAT THE TERMS SET FORTH BELOW ("A") AND ("B") ARE MANDATED BY STATE LAW AND
F-150 4WD SUP		ARE NOT TO BE CONSTRUED AS CONTRACTUAL TERMS BETWEEN SELLER AND PURCHASER.
V.I.N. 4WD 30F		PURCHASER AGREES TO ARRANGE FINANCING
1FTFW1ED4PFA46299		"(A)" THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT ACKNOWL-
*BALANCE OWED ON TRADE-IN:N/A		- EDGES THAT THE SELLER OF THE MOTOR VEHICLE HAS MADE NO PROMISES, WARRANTIES, OR REPRESENTATIONS REGARDING SELLER'S ABILITY TO OBTAIN FINANCING FOR THE
BALANCE OWED TO: N/A		PURCHASE OF THE MOTOR VEHICLE. FURTHERMORE, PURCHASER UNDERSTANDS THAT IF
ADDRESS: N/A		FINANCING IS NECESSARY IN ORDER FOR THE PURCHASER TO COMPLETE THE PAYMENT
,		TERMS OF THIS CONTRACT ALL THE FINANCING ARRANGEMENTS ARE THE SOLE RESPON-
PAYOFF GOOD		SIBILITY OF THE PURCHASER.
VERIFIED BY: UNTIL:		SIGNATURE OF PURCHASER
DATE OF		SELLER AGREES TO SEEK ARRANGEMENTS FOR FINANCING
VERIFICATION ACC.#:		(B)" (1) THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT HAS
*WARRANTY AS TO BALANCE OWED ON TRAI		EXECUTED THE CONTRACT IN RELIANCE UPON THE SELLER'S REPRESENTATION THAT SELLER CAN PROVIDE FINANCING ARRANGEMENTS FOR THE PURCHASE OF THE MOTOR
Purchaser warrants that he/she has given Seller a true p any vehicle traded in, and that if it is not correct and is		VEHICLE. THE PRIMARY TERMS OF THE FINANCING ARE AS FOLLOWS:
amount shown above, Purchaser will pay the excess to		INTEREST RATE BETWEEN N/A % AND N/A % PER ANNUM, TERM BETWEEN
10. TRADE-IN ALLOWANCE	51000.00	N/A MONTHS AND N/A MONTHS. MONTHLY PAYMENTS
11. BALANCE OWED ON TRADE-IN*	N/A	BETWEEN \$N/A PER MONTH AND \$N/A PER MONTH BASED
12. NET ALLOWANCE ON TRADE-IN (line 10 minus line 11)	51000.00	ON A DOWN PAYMENT OF \$N/A
13. DEPOSIT/CASH DOWN PAYMENT (omit amt. line 8)	N/A	(2) (a) IF SELLER IS NOT ABLE TO ARRANGE FINANCING WITHIN THE TERMS DISCLOSED, THEN SELLER MUST, WITHIN SEVEN CALENDAR DAYS OF THE DATE OF SALE MAIL NOTICE TO THE PURCHASER THAT HE HAS NOT BEEN ABLE TO
14. TOTAL CREDITS (total lines 12 & 13)	51000.00	ARRANGE FINANCING. (b) PURCHASER THEN HAS 14 DAYS FROM THE DATE OF SALE TO ELECT, IF PURCHASER CHOOSES, TO RESCIND THE CONTRACT OF SALE PURSUANT TO JUTAH CODE ANN. J SECTION 41-3-401.
15. SUBTOTAL FROM LINE 9	62000.00	CONTRACT OF SALE PURSUANT TO JUTAH CODE ANN.] SECTION 41-3-401. (c) IN ORDER TO RESCIND THE CONTRACT OF SALE, THE PURCHASER SHALL:
16. SERVICE CONTRACT	N/A	(c) IN ORDER TO RESCIND THE CONTRACT OF SALE, THE PURCHASER SHALL: (i) RETURN TO SELLER THE MOTOR VEHICLE HE PURCHASED; (ii) PAY THE SELLER AN AMOUNT EQUAL TO THE CURRENT STANDARD MILEAGE RATE FOR THE COST OF OPERATING
17. DEALER DOCUMENTARY SERVICE FEE	N/A	A MOTOR VEHICLE ESTABLISHED BY THE FEDERAL INTERNAL REVENUE SERVICE FOR EACH MILE THE MOTOR VEHICLE HAS BEEN DRIVEN: AND
18.	N/A	(iii) COMPENSATE SELLER FOR ANY PHYSICAL DAMAGE TO THE MOTOR VEHICLE. (3) IN RETURN, SELLER SHALL GIVE BACK TO THE PURCHASER ALL PAYMENTS OR OTHER CONSIDERATION PAID BY THE
19. SUBTOTAL-TAXABLE ITEMS (total lines 15-18)	62000.00	PÚJRCHASER INCLUDING ANY DOWN PAYMENT AND ANY MOTOR VEHICLE TRADED IN
20. TRADE ALLOWANCE ** (line 10) 51000.00	** If lease, no tax credit	I THEN THE SELLEN SHALL RETURN TO THE PUNCHASEN A SUM EQUIVALENT TO THE ALLOWANCE TOWARD THE PUNCHASE I
21. NET TAXABLE AMOUNT		PRICE GIVEN BY THE SELLER FOR THE TRADE-IN, AS NOTED IN THE DOCUMENT OF SALE. (5) IF PURCHASER DOES NOT ELECT TO RESCIND THE CONTRACT OF SALE AS PROVIDED IN SUBSECTION (2)(b) OF THIS FORM:
(line 19 minus line 20) \$ 11000.00		(a) THE PURCHASER IS RESPONSIBLE FOR ADHERENCE TO THE TERMS AND CONDITIONS OF THE CONTRACT OR RISKS BEING FOUND IN DEFAULT OF THE TERMS AND CONDITIONS
22. UTAH SALES/USE TAX ON "TAXABLE AMOUNT"	N/A	(b) IF THE TERMS AND CONDITIONS OF THE DISCLOSURES SET FORTH IN SECTION (1) OF THIS FORM ARE NOT BINDING ON THE SELLER: AND
23. UTAH LICENSE AND REGISTRATION FEES	N/A	(c) IF FINANCING IS NECESSARY FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THE CONTRACT OF SALE, THE PURCHASER IS SOLELY RESPONSIBLE FOR MAKING ALL THE FINANCING ARRANGEMENTS.
24. UTAH AGE BASED/PROPERTY ASSESSMENT FEES	N/A	(6) SIGNING THIS DISCLOSURE DOES NOT PROHIBIT THE PURCHASER FROM SEEKING HIS OWN FINANCING.
25. UTAH INSPECTION/EMISSIONS TEST FEE	N/A	SIGNATURE OF PURCHASER
26. UTAH WASTE TIRE RECYCLING FEE	5.00	SIGNATURE
27. N/A	N/A	OF SELLER
28. N/A	N/A	OTHER TERMS AGREED TO: NONE AS FOLLOWS X
29. TOTAL OF ALL ITEMS ABOVE (lines 19, 22-28)	62005.00	GAUGE AUTOMOTIVE TRADE WHOLESALE \$51,000.00
30. TOTAL CREDITS (line 14)	(51000.00)	
31. BALANCE DUE (total line 29 minus 30)		
DAY29 MONTHMAR YEAR2024	11005.00	
Purchaser has arranged insurance on vehicle through_		insurance company. Policy #
		MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHERWISE CONCERNING THE INDICATED BY SELLER IN WRITING. ANY WARRANTY IS LIMITED TO THE MANUFACTURER'S

WARRANTY, IF ANY, AS EXPLAINED AND CONDITIONED BY PARAGRAPH 4 ON THE REVERSE SIDE HEREOF.

This Contract includes all of the terms, conditions, restrictions, limitations and other provisions on both the face and the reverse side hereof. This contract cancels and supersedes any prior contract and as of the date hereof comprises the complete and exclusive statement of the terms of the Contract relating to the subject matters covered hereby. PURCHASER BY HIS EXECUTION OF THIS CONTRACT ACKNOWLEDGES THAT HE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREOF AND HAS RECEIVED A TRUE COPY OF THIS CONTRACT, AND FURTHER AGREES TO PAY THE "BALANCE DUE" AS SET FORTH ABOVE ON OR BEFORE THE DATE SPECIFIED. IF NO DATE IS SPECIFIED, THEN THE BALANCE IS DUI

_ DATE __

CONTRACT	ACKNOWLEDGES THAT HE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREOF AND HAS RECEIVED A TRUE COPY.
OF THIS COI	ITRACT, AND FURTHER AGREES TO PAY THE "BALANCE DUE" AS SET FORTH ABOVE ON OR BEFORE THE DATE SPECIFIED. IF NO DATE IS SPECIFIED, THEN THE BALANCE IS
DUE AS OF 1	HE DATE OF THIS CONTRACT. THIS CONTRACT IS NOT A RECEIPT OF PAYMENT. NO RETURNS, REFUNDS OR EXCHANGES ARE PERMISSIBLE EXCEPT AS NOTED ABOVE.
	SOUTH OGDEN CITY
SIGNATURE OF PURCHASER _	DATE 03/29/24 VEHICLE TO BE TITLED IN NAME OF

APPROVED UADA FORM 1088 © 1991, Rev. 2012 TO REORDER CALL 484-8845 OR 1-800-594-8920

04/30/2024 DATE OF SALE:

KEN GARFF FORD 597 E. 1000 S AMERICAN FORK UT 84003 (801)763-6800

CUSTOMER #: 1514213

SOUTH OGDEN CITY

PURCHASER'S NAME

3950 ADAMS AVE # 1

STREET ADDRESS

SOUTH OGDEN UT 84403 STATE CITY COUNTY ZIP CODE

		<u>(801)940</u>			BUO BUOKS
			RES. PHONE		BUS. PHONE
Purchaser and Co-Purchaser(s), if any, (hereafter referred to as	s "Purchaser") hereby a	gree to purchase the fo	ollowing vehicle from	Seller/Dealer	(hereafter referred to as "Seller"), subject t
all terms, conditions, warranties and agreements contained her		nted on the reverse side			
NEW USED DEMO YEAR MAKE	SERIES		BODY TYPE	CYL	COLOR
X 2023 FORD TRUCK	F-150	SERIES	SUPERCREW	I	OXFORD WHT
V.I.N.	DOMETER	STOCK NO.	DEL. DAT	E	SALESPERSON
1FTFW1ED4PFD26630	5	1FT1877	04/30	/2024	JAMES R ELLIOTT
DUDCHASE DDICE AND OTHER SI	IMC DUE	THIS SECTION E	OB SELLED'S LISE	ONLY DERT	AINING TO TRADE-IN
PURCHASE PRICE AND OTHER SU	JIVIS DUE	Title (if not,		ONLI FEITI	AINING TO THADE-IN
1. CASH PRICE OF VEHICLE	62170.00		explain)		
2. ACCESSORIES/OPTIONS	N/A	REGISTRATION POWE	R ODOMETER RNEY STATEMENT	TRADE-IN APPRAISAL	AUTHORIZATION MANUFACTURED FOR PAYOFF OUT OF COUNTRY
3.	N/A		INCI STATEMENT		
4. 5.	N/A				
5.	N/A				OF USED VEHICLES
6. TOTAL CASH PRICE (add lines 1-5)	62170.00	The information you s	see on the window for	m [Buyer's Gui	ide] for this vehicle is part of this contract. ovisions in the contract of sale.
7. MFR. REBATE \$ N/A	N/A	I HAVE RECEIVED A			
8. PORTION/REBATE APPLIED TO PURCHASE	(N/A)	I HAVE RECEIVED A	COPY OF THE FIC	BUYERS GUI	DE.
9. SUBTOTAL (lines 6 minus 8)	62170.00	X			
			FINANC	ING DISC	CLOSURE
TRADE-IN AND/OR OTHER CRE	EDITS				or "B", must be acknowledged, if Purchaser agree s-trade-in only transaction, the Purchaser must sig
YEAR/MAKE ODOMETER		disclosure "A". If Seller a	grees to arrange for fina	ncing, then both	Seller and Purchaser must sign disclosure "B". B'
2023 FORD TRUCK					THE DISCLOSURE AND AGREES THERETO. II ANKS HAVE BEEN FILLED IN. PURCHASEI
SERIES BODY TYPE		ACKNOWLEDGES THAT	THE TERMS SET FORT	TH BELOW ("A")	AND ("B") ARE MANDATED BY STATE LAW ANI
F-150 4WD SUP					TWEEN SELLER AND PURCHASER.
V.I.N.					RRANGE FINANCING
1FTFW1ED4PFA38445					SCRIBED IN THIS CONTRACT ACKNOWL- HAS MADE NO PROMISES, WARRANTIES.
*BALANCE OWED ON TRADE-IN: N/A					ILITY TO OBTAIN FINANCING FOR THE
BALANCE OWED TO: N/A					RE, PURCHASER UNDERSTANDS THAT IF
ADDRESS: N/A				-	RCHASER TO COMPLETE THE PAYMENT
		TERMS OF THIS CO		INANCING AR	RANGEMENTS ARE THE SOLE RESPON-
PAYOFF GOOD		SIGNATURE OF PURCHASER	NUNASEN.		
VERIFIED BY: UNTIL:					
DATE OF					GEMENTS FOR FINANCING
VERIFICATION ACC.#:					E DESCRIBED IN THIS CONTRACT HAS THE SELLER'S REPRESENTATION THAT
*WARRANTY AS TO BALANCE OWED ON TRAI					S FOR THE PURCHASE OF THE MOTOR
Purchaser warrants that he/she has given Seller a true p any vehicle traded in, and that if it is not correct and is		VEHICLE. THE PRIM	MARY TERMS OF THE	E FINANCING	ARE AS FOLLOWS:
amount shown above, Purchaser will pay the excess to	Seller on demand.		TWEENN/A_	% AND N	/A_% PER ANNUM, TERM BETWEEN
10. TRADE-IN ALLOWANCE	51000.00	N/A	$__$ MONTHS AND $^{ m N}$		MONTHS. MONTHLY PAYMENTS
11. BALANCE OWED ON TRADE-IN*	N/A	BETWEEN \$	N/A PER MO		N/A PER MONTH BASED
12. NET ALLOWANCE ON TRADE-IN (line 10 minus line 11)	N/A	ON A DOWN PAYME		N/A	·
13. DEPOSIT/CASH DOWN PAYMENT (omit amt. line 8)	N/A	(2) (a) IF SELLER IS NOT SEVEN CALENDAR DAYS	OF THE DATE OF SALE N	MAIL NOTICE TO	HE TERMS DISCLOSED, THEN SELLER MUST, WITH THE PURCHASER THAT HE HAS NOT BEEN ABLE 1
14. TOTAL CREDITS (total lines 12 & 13)	51000.00	ARRANGE FINANCING. (b) PURCHASER THEN	HAS 14 DAYS FROM THE	DATE OF SALE T	O ELECT. IF PURCHASER CHOOSES. TO RESCIND TH
15. SUBTOTAL FROM LINE 9	62170.00	CONTRACT OF SALE PURS (c) IN ORDER TO RESO	SUANT TO [UTAH CODE AN CIND THE CONTRACT OF S	NN.] SECTION 41-0	O ELECT, IF PURCHASER CHOOSES, TO RESCIND TH 3-401. HASER SHALL:
16. SERVICE CONTRACT	N/A	(i) RETURN TO SELLE	ER THE MOTOR VEHICLE H	HE PURCHASED;	NDARD MILEAGE RATE FOR THE COST OF OPERATIN
17. DEALER DOCUMENTARY SERVICE FEE	N/A	A MOTOR VEHICLE ESTAE HAS BEEN DRIVEN; AND	BLISHED BY THE FEDERAL	L INTERNAL REVE	ENUE SERVICE FOR EACH MILE THE MOTOR VEHICL
18.	N/A	(iii) COMPENSATE SEL	LER FOR ANY PHYSICAL I	DAMAGE TO THE	MOTOR VEHICLE. PAYMENTS OR OTHER CONSIDERATION PAID BY TH
19. SUBTOTAL-TAXABLE ITEMS (total lines 15-18)	62170.00	PURCHASER, INCLUDING	ANY DOWN PAYMENT AND	D ANY MOTOR VE	PAYMENTS OR OTHER CONSIDERATION PAID BY IF HICLE TRADED IN. EFORE THE PURCHASER RESCINDS THE TRANSACTIC YALENT TO THE ALLOWANCE TOWARD THE PURCHAS DOCUMENT OF SALE. SALE AS PROVIDED IN SUBSECTION (2)(b) OF THIS FOR E TO THE TERMS AND CONDITIONS OF THE CONDITIONS.
20. TRADE ALLOWANCE ** (line 10) 51000.00	** If lease, no tax credit	(4) IF THE TRADE-IN HAS BE THEN THE SELLER SHALL F	EEN SOLD OR OTHERWISE RETURN TO THE PURCHAS	EDISPOSED OF BE SER A SUM EQUIV	EFORE THE PURCHASER RESCINDS THE TRANSACTIO /ALENT TO THE ALLOWANCE TOWARD THE PURCHAS
21. NET TAXABLE AMOUNT		PRICE GIVEN BY THE SELI	LER FOR THE TRADE-IN, A	AS NOTED IN THE	DOCUMENT OF SALE. SALE AS PROVIDED IN SUBSECTION (2)(b) OF THIS FOR
(line 19 minus line 20) \$ 11170.00		(a) THE PURCHASEF CONTRACT OR RISKS BEI	R IS RESPONSIBLE FO	OR ADHERENCE	E TO THE TERMS AND CONDITIONS OF THE
22. UTAH SALES/USE TAX ON "TAXABLE AMOUNT"	N/A	I (A) IF THE TERMS AND) CONDITIONS OF THE DISC	CLOSLIBES SET E	ORTH IN SECTION (1) OF THIS FORM ARE NOT RINDIN
23. UTAH LICENSE AND REGISTRATION FEES	N/A	(c) IF FINANCING IS N	ECESSARY FOR THE PUR	CHASER TO COM	MPLETE THE PAYMENT TERMS OF THE CONTRACT OF THE FINANCING ARRANGEMENTS.
24. UTAH AGE BASED/PROPERTY ASSESSMENT FEES	N/A	SALE, THE PURCHASER IS (6) SIGNING THIS DISCLOSU	S SOLELY RESPONSIBLE F URE DOES NOT PROHIBIT T	OR MAKING ALL THE PURCHASER F	THE FINANCING ARRANGEMENTS. FROM SEEKING HIS OWN FINANCING.
25. UTAH INSPECTION/EMISSIONS TEST FEE	N/A	SIGNATURE OF PURCHASER			
26. UTAH WASTE TIRE RECYCLING FEE	5.00				
27. N/A	N/A	SIGNATURE OF SELLER			
28. N/A	N/A		S AGREED TO:	NC	ONE AS FOLLOWS X
29. TOTAL OF ALL ITEMS ABOVE (lines 19, 22-28)	62175.00	GAUGE AUTOMO	TIVE TRADE V	WHOLESAL:	E \$51,000.00
30. TOTAL CREDITS (line 14)	(51000.00)				
31. BALANCE DUE (total line 29 minus 30)					
DAY30 MONTHAPR YEAR2024	11175.00				
Purchaser has arranged insurance on vehicle through_•		ins	surance company. Po	licy #	

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHERWISE CONCERNING THE VEHICLE, PARTS OR ACCESSORIES DESCRIBED HEREIN. UNLESS OTHERWISE INDICATED BY SELLER IN WRITING, ANY WARRANTY IS LIMITED TO THE MANUFACTURER'S WARRANTY, IF ANY, AS EXPLAINED AND CONDITIONED BY PARAGRAPH 4 ON THE REVERSE SIDE HEREOF.

This Contract includes all of the terms, conditions, restrictions, limitations and other provisions on both the face and the reverse side hereof. This contract cancels and supersedes any prior contract and as of the date hereof comprises the complete and exclusive statement of the terms of the Contract relating to the subject matters covered hereby. PURCHASER BY HIS EXECUTION OF THIS CONTRACT ACKNOWLEDGES THAT HE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREOF AND HAS RECEIVED A TRUE COPY DU

THIS CONTRACT, AND FURTHER AG	REES TO PAY THE "BALANCE DUE"	AS SET FORTH AR	OVE ON OR REFOR	BE THE DATE SPECI	FIED IF NO DATE IS:	SPECIFIED THEN	THE BALAN
JE AS OF THE DATE OF THIS CONTRA						,	
LAS OF THE DATE OF THIS CONTINA	OI. THIS CONTINACT IS NOT ATTECE	LII I OI I ATIVILINI.				LL LAGLI I AG IN	JILD ADOVL
			SO	UTH OGDEN	CITY		
NATURE		04/30/24	VEHICLE TO BE				

_ DATE __

APPROVED UADA FORM 1088 © 1991, Rev. 2012 TO REORDER CALL 484-8845 OR 1-800-594-8920



DATE 04/30/24

04/30/2024 DATE OF SALE:

KEN GARFF FORD 597 E. 1000 S AMERICAN FORK UT 84003 (801)763-6800

CUSTOMER #: 1514213

SOUTH OGDEN CITY

PURCHASER'S NAME

STREET ADDRESS

3950 ADAMS AVE # 1

SOUTH OGDEN UT 84403

CITY COUNTY STATE ZIP CODE

(801)940-1839

				(001/510	RES. PHONE			BUS. PHONE	
Purchaser and (Co-Purchaser(s) if	any, (hereafter referred to a	as "Purchaser") hereby a	gree to purchase the fo	llowing vehicle fro	n Seller/Deale	r (hereafter referre	ed to as "Seller")	subject to
all terms, conditi	ions, warranties ar	nd agreements contained he	erein, including those prin	nted on the reverse side	hereof.	0002000	. (, , ,	subject to
NEW USED D	EMO YEAR	MAKE	SERIES		BODY TYPE	CYL	COLOR		
x	2023	FORD TRUCK	E-150	SERIES	SUPERCRE	י דאזי	OVEO	RD WHT	
V.I.N.	2023		DDOMETER	STOCK NO.	DEL. D.		SALESPER		
1 crcw1 cr	XPFD27474		5	1FT1891	04/3	0/2024	TAMEC	R ELLIOT	ırpı
TE IE WIED	ZFFDZ/4/4		<u> </u>				l e		
PUR	CHASE PRIC	CE AND OTHER S	UMS DUE	THIS SECTION F	OR SELLER'S US	E ONLY PER	TAINING TO TRA	ADE-IN	
1. CASH PRICE	OE VEHICI E		62000.00	Title (if not, e	explain):				
2. ACCESSORII			N/A	REGISTRATION POWE	ODOMETER	TDADE IN	ALITHODIZATION	MANUFACTURER	
3.	ES/OFTIONS		N/A	OF ATTOR		TRADE-IN APPRAISAL	AUTHORIZATION FOR PAYOFF	MANUFACTURED OUT OF COUNTRY	
4.			N/A						
5.			N/A	NOTIC	E ONLY TO	BUYERS	OF USED V	FHICLES	
	I PRICE (add lines	1.5\	· · · · · · · · · · · · · · · · · · ·	The information you s					ntract
7. MFR. REBAT			62000.00	Information on the wir	ndow form overrides	any contrary p	provisions in the co	ntract of sale.	maot.
	E 3 Bate applied to	N/A	N/A	I HAVE RECEIVED A	COPY OF THE FT	C BUYERS GI	JIDE.		
9. SUBTOTAL	DATE AFFLIED TO	(lines 6 minus 8)	(N/A)	X					
9. SUBTUTAL		(IIIIes o IIIIIus o)	62000.00		EINIANI	CINC DIC	CLOSURE		
Т	RADE-IN AN	ND/OR OTHER CR	EDITS	INSTRUCTION: One of				nowledged, if Purcha	ser agrees
YEAR/MAKE		ODOMETER		to be responsible for finar	ncing, or if this is a cas	sh-only or cash-p	us-trade-in only trans	action, the Purchase	r must sign
		7300		disclosure "A". If Seller at SIGNING, PURCHASER					
2023 F SERIES	ORD TRUCK	BODY TYPE		SIGNING DISCLOSURE	"B", DO NOT SIG	N UNTIL ALL E	SLANKS HAVE BEE	N FILLED IN. PU	RCHASER
				ACKNOWLEDGES THAT ARE NOT TO BE CONST					LAW AND
F-150		4WD SUP			ASER AGR				
	05-30001			"(A)" THE PURCHASE					KNOWL-
TE.T.E.MTED	2PFA38721 ED ON TRADE-IN	· /-		EDGES THAT THE SE					
BALANCE OW	ED TO: N/A	I/A		OR REPRESENTATION PURCHASE OF THE					
ADDRESS: N				FINANCING IS NECE					
N/A	I/A			TERMS OF THIS COI					
PAYOFF		GOOD		SIBILITY OF THE PUI	RCHASER.				
VERIFIED BY:		UNTIL:		SIGNATURE OF PURCHASER					
DATE OF				SELLER AG	REES TO SE	EK ARRAN	IGEMENTS F	OR FINANCI	NG
VERIFICATION	J	ACC.#:		"(B)" (1) THE PURCH					
*WARRANT	Y AS TO BAL	ANCE OWED ON TRA	DED-IN VEHICLE:	EXECUTED THE CO					
		ne has given Seller a true		SELLER CAN PROVI VEHICLE. THE PRIM					MOTOR
		t if it is not correct and is ser will pay the excess to		INTEREST RATE BE					TWFFN
10. TRADE-IN A	,	, , ,	51000.00		MONTHS AND				
	WED ON TRADE-	IN*	N/A	BETWEEN \$	N/A PER M				
	ANCE ON TRADE			ON A DOWN PAYME		N/A			
	ASH DOWN PAYM	, , , , , , , , , , , , , , , , , , , ,	<u> </u>	(2) (a) IF SELLER IS NOT SEVEN CALENDAR DAYS	ABLE TO ARRANGE FI	NANCING WITHIN	THE TERMS DISCLOS	ED, THEN SELLER MU	JST, WITHIN
14. TOTAL CRE		(total lines 12 & 13)	'	ARRANGE FINANCING.					
15. SUBTOTAL		(62000.00	(b) PURCHASER THEN CONTRACT OF SALE PURS	MAS 14 DAYS FROM TI SUANT TO JUTAH CODE	ANN.] SECTION 4	TO ELECT, IF PURCHA 1-3-401.	ISER CHOOSES, TO R	-POUND THE
16. SERVICE C			N/A	(c) IN ORDER TO RESO	CIND THE CONTRACT C R THE MOTOR VEHICLI	F SALE, THE PUR E HE PURCHASED	CHASER SHALL: :		
	CUMENTARY SEF	RVICE FEE	N/A	(ii) PAY THE SELLER A A MOTOR VEHICLE ESTAB	N AMOUNT EQUAL TO	THE CURRENT ST	ANDAKD MILEAGE KAT	TE FOR THE COST OF	OPERATING
18.			N/A	HAS REEN DRIVEN: AND					
	TAXABLE ITEMS	(total lines 15-18)	· · · · · · · · · · · · · · · · · · ·	(iii) COMPENSATE SELI (3) IN RETURN, SELLER SI- PURCHASER, INCLUDING /	HALL GIVE BACK TO TH	E PURCHASER AL	L PAYMENTS OR OTH	ER CONSIDERATION F	'AID BY THE
20. TRADE ALL		ne 10) 51000.00	** If lease, no tax credit	(4) IF THE TRADE-IN HAS BE	EEN SOLD OR OTHERW	SE DISPOSED OF	BEFORE THE PURCHAS	SER RESCINDS THE TR	ANSACTION,
21. NET TAXAB	LE AMOUNT	31000.00	Ť	(4) IF THE TRADE-IN HAS BE THEN THE SELLER SHALL F PRICE GIVEN BY THE SELL (5) IF PURCHASER DOES NO	RETURN TO THE PURCE LER FOR THE TRADE-IN	IASER A SUM EQU I, AS NOTED IN TH	IVALENT TO THE ALLO IE DOCUMENT OF SALI	IWANCE TOWARD THE E.	PURCHASE
	(line 19 minus line	e 20) \$ 11000.00		I (a) THE PURCHASER	IS RESPONSIBLE	FOR ADHEREN	JE IO THE TERMS	S AND CONDITIONS	S OF THE
22. UTAH SALE	•	AXABLE AMOUNT"	N/A	CONTRACT OR RISKS BEIN (b) IF THE TERMS AND	NG FOUND IN DEFAULT	OF THE TERMS A	ND CONDITIONS FORTH IN SECTION (1)	OF THIS FORM ARE N	IOT RINDING
	NSE AND REGISTE		N/A	ON THE SELLER: AND					
		Y ASSESSMENT FEES	N/A	(c) IF FINANCING IS NI SALE, THE PURCHASER IS	SOLELY RESPONSIBLI	FOR MAKING AL	L THE FINANCING ARR	ANGEMENTS.	TTTTAUT UF
	ECTION/EMISSION		N/A	(6) SIĞNING THIS DISCLOSU SIGNATURE	NUE DOES NOT PROHIBI	I INE PURCHASEI	N FAUIVI SEENING HIS ()	VVIN FIINANUING.	
	TE TIRE RECYCLI		5.00	OF PURCHASER					
27. N/A		- 	N/A	SIGNATURE					
28. N/A			N/A	OF SELLER					
	ALL ITEMS ABOVE	(lines 19, 22-28		OTHER TERMS GAUGE AUTOMO				S FOLLOWS X	
30. TOTAL CRE		(line 14)	02003.00	GAUGE AUTOMO	TIVE IKADE	миоперы	, ייי, דרל הר	. 00	
31. BALANC		(total line 29 minus 30)	(31000.00 /						
		YEAR 2024	11005.00						
'		** *		i					

Purchaser has arranged insurance on vehicle through •

_insurance company. Policy #

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHERWISE CONCERNING THE VEHICLE, PARTS OR ACCESSORIES DESCRIBED HEREIN. UNLESS OTHERWISE INDICATED BY SELLER IN WRITING, ANY WARRANTY IS LIMITED TO THE MANUFACTURER'S WARRANTY, IF ANY, AS EXPLAINED AND CONDITIONED BY PARAGRAPH 4 ON THE REVERSE SIDE HEREOF.

This Contract includes all of the terms, conditions, restrictions, limitations and other provisions on both the face and the reverse side hereof. This contract cancels and supersedes any prior contract and as of the date hereof comprises the complete and exclusive statement of the terms of the Contract relating to the subject matters covered hereby. PURCHASER BY HIS EXECUTION OF THIS CONTRACT ACKNOWLEDGES THAT HE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREOF AND HAS RECEIVED A TRUE COPY OF THIS CONTRACT, AND FURTHER AGREES TO PAY THE "BALANCE DUE" AS SET FORTH ABOVE ON OR BEFORE THE DATE SPECIFIED. IF NO DATE IS SPECIFIED, THEN THE BALANCE IS DUE AS OF THE DATE OF THIS CONTRACT. THIS CONTRACT IS NOT A RECEIPT OF PAYMENT. NO RETURNS, REFUNDS OR EXCHANGES ARE PERMISSIBLE EXCEPT AS NOTED ABOVE.

			,		
			SOUTH	OGDEN	CIT
ATURE	04/30/24	VEHICLE TO BE			

SIGNATURE SIGNATURE SIGNATURE DATE SIGNATURE OF SO FS

CITY

03/29/2024 DATE OF SALE:

KEN GARFF FORD 597 E. 1000 S AMERICAN FORK UT 84003 (801)763-6800

CUSTOMER #: 1514213

SOUTH OGDEN CITY

PURCHASER'S NAME

3950 ADAMS AVE # 1

STREET ADDRESS

SOUTH OGDEN UT 84403 COUNTY STATE ZIP CODE

(801)940-1839

Title (if not, explain):

POWER OF ATTORNEY

RES PHONE

BUS. PHONE

MANUFACTURED OUT OF COUNTRY

i	all tern	ns, con	ditions,	warranties and	agreemer	nts contained	herein, includir	ng those prin	nted on the reverse side h	nereof.			
	NEW	USED	DEMO	YEAR	MAKE			SERIES		BODY	TYPE	CYL	COLOR
	Х			2023	FORD	TRUCK		F-150	SERIES	SUP:	ERCREW		OXFORD WHT
	V.I.N.						ODOMETER		STOCK NO.		DEL. DATE		SALESPERSON
	1FT	1FTFW1ED0PFC27125 5 1FT1620 03/29/2024 DALLIN THOMAS											

Purchaser and Co-Purchaser(s), if any, (hereafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereafter referred to as "Seller"), subject to

PURCHASE PRICE AND OTHER SUMS DUE 1. CASH PRICE OF VEHICLE 59500.00 2. ACCESSORIES/OPTIONS N/A 3. N/A 4. N/A 5 N/A 6. TOTAL CASH PRICE (add lines 1-5) 59500.00 7. MFR. REBATE \$ N/A8. PORTION/REBATE APPLIED TO PURCHASE N/A) 9. SUBTOTAL (lines 6 minus 8) 59500.00

THIS SECTION FOR SELLER'S USE ONLY PERTAINING TO TRADE-IN

The information you see on the window form [Buyer's Guide] for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

NOTICE ONLY TO BUYERS OF USED VEHICLES

LHAVE RECEIVED A COPY OF THE ETC BUYERS GUIDE.

ODOMETER STATEMENT

TRADE-IN AND/OR OTHER CREDITS

YEAR/MAKE **ODOMETER** 2023 FORD TRUCK SERIES BODY TYPE EXPLORER V.I.N. 4DR 4WD

1FM5K8GC1PGA01251 *BALANCE OWED ON TRADE-IN: N/A BALANCE OWED TO: N/A

ADDRESS: N/A

PAYOFF GOOD VERIFIED BY: UNTIL:

DATE OF VERIFICATION

*WARRANTY AS TO BALANCE OWED ON TRADED-IN VEHICLE: Purchaser warrants that he/she has given Seller a true pay-off amount on any vehicle traded in, and that if it is not correct and is greater than the amount shown above, Purchaser will pay the excess to Seller on demand.

ACC.#:

10. TRADE-IN ALLOWANCE	44000.00
11. BALANCE OWED ON TRADE-IN*	N/A
12. NET ALLOWANCE ON TRADE-IN (line 10 minus line 11)	44000.00
13. DEPOSIT/CASH DOWN PAYMENT (omit amt. line 8)	N/A
14. TOTAL CREDITS (total lines 12 & 13)	44000.00
15. SUBTOTAL FROM LINE 9	59500.00
16. SERVICE CONTRACT	N/A
17. DEALER DOCUMENTARY SERVICE FEE	N/A
18.	N/A
19. SUBTOTAL-TAXABLE ITEMS (total lines 15-18)	
20. TRADE ALLOWANCE ** (line 10) 44000.00	** If lease, no tax credit
21. NET TAXABLE AMOUNT	
(line 19 minus line 20) \$ 15500.00	
22. UTAH SALES/USE TAX ON "TAXABLE AMOUNT"	N/A
23. UTAH LICENSE AND REGISTRATION FEES	N/A
24. UTAH AGE BASED/PROPERTY ASSESSMENT FEES	N/A
25. UTAH INSPECTION/EMISSIONS TEST FEE	N/A
26. UTAH WASTE TIRE RECYCLING FEE	5.00
27. N/A	N/A
28. N/A	N/A
29. TOTAL OF ALL ITEMS ABOVE (lines 19, 22-28)	59505.00
30. TOTAL CREDITS (line 14)	(44000.00)
31. BALANCE DUE (total line 29 minus 30)	
DAY29 MONTHMAR YEAR2024	15505.00

INSTRUCTION: One of the two following disclosures, either "A" or "B", must be acknowledged, if Purchaser agrees to be responsible for financing, or if this is a cash-only or cash-plus-trade-in only transaction, the Purchaser must sign disclosure "A". If Seller agrees to arrange for financing, then both Seller and Purchaser must sign disclosure "B". BY SIGNING, PURCHASER AFFIRMS THAT HE/SHE HAS READ THE DISCLOSURE AND AGREES THERETO. IF SIGNING DISCLOSURE "B", DO NOT SIGN UNTIL ALL BLANKS HAVE BEEN FILLED IN. PURCHASER ACKNOWLEDGES THAT THE TERMS SET FORTH BELOW ("A") AND ("B") ARE MANDATED BY STATE LAW AND ARE NOT TO BE CONSTRUED AS CONTRACTUAL TERMS BETWEEN SELLER AND PURCHASER.

FINANCING DISCLOSURE

PURCHASER AGREES TO ARRANGE FINANCING

"(A)" THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT ACKNOWL-EDGES THAT THE SELLER OF THE MOTOR VEHICLE HAS MADE NO PROMISES, WARRANTIES, OR REPRESENTATIONS REGARDING SELLER'S ABILITY TO OBTAIN FINANCING FOR THE PURCHASE OF THE MOTOR VEHICLE. FURTHERMORE, PURCHASER UNDERSTANDS THAT IF FINANCING IS NECESSARY IN ORDER FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THIS CONTRACT ALL THE FINANCING ARRANGEMENTS ARE THE SOLE RESPON-SIBILITY OF THE PURCHASER.

SELLER AGREES TO SEEK ARRANGEMENTS FOR FINANCING

"(B)" (1) THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT HAS EXECUTED THE CONTRACT IN RELIANCE UPON THE SELLER'S REPRESENTATION THAT SELLER CAN PROVIDE FINANCING ARRANGEMENTS FOR THE PURCHASE OF THE MOTOR VEHICLE. THE PRIMARY TERMS OF THE FINANCING ARE AS FOLLOWS:

INTEREST RATE BETWEEN $\underline{N/A}$ % AND $\underline{N/A}$ % PER ANNUM, TERM BETWEEN N/AMONTHS AND N/A __ MONTHS. MONTHLY PAYMENTS N/A PER MONTH AND \$ N/APER MONTH BASED

N/A ON A DOWN PAYMENT OF \$

ON A DOWN PAYMENT OF \$ N/A

(2) (a) IF SELLER IS NOT ABLE TO ARRANGE FINANCING WITHIN THE TERMS DISCLOSED, THEN SELLER MUST, WITHIN SEVEN CALENDAR DAYS OF THE DATE OF SALE MAIL NOTICE TO THE PURCHASER THAT HE HAS NOT BEEN ABLE TO ARRANGE FINANCING.

(b) PURCHASER THEN HAS 14 DAYS FROM THE DATE OF SALE TO ELECT, IF PURCHASER CHOOSES, TO RESCIND THE CONTRACT OF SALE PURSUANT TO JUTAH CODE ANN, SECTION 41-3-401.

(c) IN ORDER TO RESCIND THE CONTRACT OF SALE, THE PURCHASER SHALL:

(l) RETURN TO SELLER THE MOTOR VEHICLE HE PURCHASED;

(ii) PAY THE SELLER AN AMOUNT EQUAL TO THE CURRENT STANDARD MILEAGE RATE FOR THE COST OF OPERATING A MOTOR VEHICLE ESTABLISHED BY THE FEDERAL INTERNAL REVENUE SERVICE FOR EACH MILE THE MOTOR VEHICLE HAS BEEN DRIVEN; AND

(iii) COMPENSATE SELLER FOR ANY PHYSICAL DAMAGE TO THE MOTOR VEHICLE THADE THE MOTOR YEMPOLE HAS BEEN SIGNED AND THE PURCHASER ALL PAYMENTS OR OTHER CONSIDERATION PAID BY THE PURCHASER, INCLUDING ANY DOWN PAYMENT AND ANY MOTOR VEHICLE TRADED IN.

(4) IF THE TRADE-IN HAS BEEN SOLD OR OTHERWISE DISPOSED OF BEFORE THE PURCHASER RESCINDS THE TRANSACTION, THEN THE SELLER SHALL RETURN TO THE PURCHASER AS UM EQUIVALENT TO THE ALLOWANCE TOWARD THE PURCHASE PRICE GIVEN BY THE SELLER FOR THE TRADE-IN. AS NOTED IN THE DOCUMENT OF SALE.

(5) IF PURCHASER DOES NOT ELECT TO RESCIND THE CONTRACT OF SALE AS PROVIDED IN SUBSECTION (2)(b) OF THIS FORM:

(a) THE PURCHASER IS RESPONSIBLE FOR ADHERENCE TO THE TERMS AND CONDITIONS OF THE CONTRACT OR RISKS BEING FOUND IN DEFAULT OF THE TERMS AND CONDITIONS OF THE TRANSACTION THE THE TERMS AND CONDITIONS OF THE TRANSACTION THE THE TERMS AND CONDITIONS OF THE DISCLOSURE SET FORTH IN SECTION (1) OF THIS FORM ARE NOT BINDING ON THE SELLER; AND

(b) IF THE TERMS AND CONDITIONS OF THE DISCLOSURES SET FORTH IN SECTION (1) OF THIS FORM ARE NOT BINDING ON THE SELLER; AND

(c) IF FURCHASER IS SOLELY RESPONSIBLE FOR MAKING ALL THE FINANCING ARRANGEMENTS.

(6) SIGNING THIS DISCLOSURE DOES NOT PROHIBIT THE PURCHASER FROM SEEKING HIS OWN FINANCING.

SIGNA

SIGNATURE OF PURCHASER

SIGNATURE OF SELLER

OTHER TERMS AGREED TO: NONE AS FOR GAUGE AUTOMOTIVE TRADE WHOLESALE \$44,000.00 AS FOLLOWS X

Purchaser has arranged insurance on vehicle through •

insurance company. Policy #

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHERWISE CONCERNING THE VEHICLE, PARTS OR ACCESSORIES DESCRIBED HEREIN. UNLESS OTHERWISE INDICATED BY SELLER IN WRITING, ANY WARRANTY IS LIMITED TO THE MANUFACTURER'S VEHICLE, PARTS OR ACCESSORIES DESCRIBED HEREIN. UNLESS OTHERWISE INDICATED BY SELLER WARRANTY, IF ANY, AS EXPLAINED AND CONDITIONED BY PARAGRAPH 4 ON THE REVERSE SIDE HEREOF.

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UE AS OF	HE DATE OF THIS CONTRACT. THIS CONTRACT IS NOT A RECEIPT OF PAYMENT. NO RETURNS, REFUNDS	OR EXCHAI	NGES ARE PERMISSIBLE EX
	SOUTH	OGDEN	CITY
GNATURE F PURCHASER _	DATE 03/29/24 VEHICLE TO BE TITLED IN NAME OF		

SIGNATURE OF CO-PURCHASER _ DATE _



04/30/2024 DATE OF SALE:

KEN GARFF FORD 597 E. 1000 S AMERICAN FORK UT 84003 (801)763-6800

CUSTOMER #: 1514213

DEAL #: 161422

SOUTH OGDEN CITY PURCHASER'S NAME 3950 ADAMS AVE # 1 STREET ADDRESS

SOUTH OGDEN UT 84403 CITY COUNTY

STATE ZIP CODE (801)940-1839 RES. PHONE BUS. PHONE

Purchaser and Co-Purchaser(s), if any, (hereafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereafter referred to as "Seller"), subject to all terms, conditions, warranties and agreements contained herein, including those printed on the reverse side hereof.

NEW USED DEMO YEAR MAKE SERIES					BODY TYPE CYL COLOR										
Х			2024	I	FORD TRUCK		S-DTY	F-350		CRE	W CAB S		OXFO	RD WHT	
V.I.N.					C	DOMETER		STOCK NO	O.		DEL. DATE		SALESPE	RSON	
1FT	'8W3	BT3R	EC336	555			5	1FT19	05		04/30/20	24	REED	FIETKAU	
	Ρl	JRCH	ASE P	PRICE	AND OTHER S	UMS DU	E	THIS SECTION FOR SELLER'S USE ONLY PERTAINING TO TRADE-IN						ADE-IN	
1 CA	SH PF	RICE OF	VEHICLE	:		7643	25.00	Titl	e (if not, exp	lain)					
			OPTIONS			7012	N/A	REGISTRATION	POWER		DOMETER TRA	DF-IN A	ITHORIZATION	MANUFACTURED	
3.	0000	OT IILO/C	71 110110				N/A		OF ATTORNEY	Š	DOMETER TRA	DE-IN AI AISAL	THORIZATION FOR PAYOFF	MANUFACTURED OUT OF COUNTRY	
4.							N/A								
5.							N/A		NOTICE	ON	LY TO BUY	ERS OF	USED \	/EHICLES	
	TAL C	ASH PR	ICE (add li	lines 1-5)		7642	25.00	The informa	ation you see	on the	window form [Buy	er's Guide	for this vehic	ele is part of this co	ntract.
		BATE			/A		N/A	Information	on the windo	w forn	n overrides any co	ntrary provi	sions in the co	ontract of sale.	
			E APPLIE			(N/A)	I HAVE RE	CEIVED A CO)PY C	F THE FTC BUYE	RS GUIDE			
	ВТОТ				(lines 6 minus 8)	7642	25.00	X							
		TRA	DE-IN	I AND/	OR OTHER CR					e two f		either "A" or '	'B", must be acl	knowledged, if Purcha	
YEAR	/MAKE				ODOMETER									saction, the Purchaser ser must sign disclosu	
202	3	FOR	D TRU	ICK	5669			SIGNING, PL	JRCHASER AF	FIRMS	THAT HE/SHE HAS	READ THE	DISCLOSURE	AND AGREES THE	RETO. IF
SERIE		1 010	2 110	7011	BODY TYPE									N FILLED IN. PUI ANDATED BY STATE	
F-1	50				4WD SUP						CONTRACTUAL TE				
V.I.N.					1112 201						R AGREES 1				
1FT	FW1	ED1P	FA382	287				· · ·						S CONTRACT AC	
			ON TRAD		N/A									PROMISES, WARR. IN FINANCING FO	
			O: N/	A	,									R UNDERSTANDS	
ADDI	RESS:	N/A	4											OMPLETE THE PA	
									THIS CONTI F THE PURC			ING ARRA	NGEMENIS	ARE THE SOLE R	ESPON-
PAY	-	D) (GOOD			SIGNATURE OF PURCHASE		IAOL	11.				
	IFIED	BY:			UNTIL:						TO 0551/ A5	DANOE			
	E OF	TION			ACC.#:									FOR FINANCII IN THIS CONTRA	
*WA	RRA	NTY A	nts that h	ne/she ha	CE OWED ON TRA as given Seller a true t is not correct and is	pay-off amo	unt on	EXECUTED SELLER CA	THE CONT AN PROVIDE	RACT	Γ IN RELIANCE	JPON THE EMENTS F	SELLER'S OR THE PUI	REPRESENTATIO RCHASE OF THE	N THAT
				rchaser	will pay the excess to	Seller on de	emand.							ANNUM, TERM BE	
			WANCE			5100	00.00	N/A						S. MONTHLY PAY	
			D ON TRA				N/A	BETWEEN			PER MONTH A N/A		N/A	PER MONTH	BASED
			CE ON TR		(line 10 minus line 11)	'	00.00		N PAYMENT				TEDME DISCLO	 SED, THEN SELLER MU	ICT WITLIN
			DOWN P	PAYMENT			N/A	SEVEN CALEN	NDAR DAYS OF					THAT HE HAS NOT BEE	
		CREDITS			(total lines 12 & 13)	5100	00.00	ARRANGE FIN	HASER THEN HA	S 14 D/	AYS FROM THE DATE (F SALE TO E	LECT, IF PURCH	ASER CHOOSES, TO RE	ESCIND THE
			M LINE 9)		7642	25.00	(c) IN ORE	ER TO RESCINE	THE C	ONTRACT OF SALE, T	HE PURCHAS	1. ER SHALL:	ASER CHOOSES, TO RE	
		E CONT		/ OED\ ((0	_ ===		N/A	(i) RETUR	RN 10 SELLER 11 HE SELLER AN A	HE MO MOUNT	TOR VEHICLE HE PURC TEQUAL TO THE CURF	CHASED; RENT STANDA	RD MILEAGE RA	TE FOR THE COST OF	OPERATING
	EALE	R DOCUI	MENTARY	Y SERVIC	E FEE		N/A	A MOTOR VEH HAS BEEN DR	HICLE ESTABLISI	HED BY	THE FEDERAL INTER	NAL REVENU	E SERVICE FOR	EACH MILE THE MOTO)R VEHICLE
18.	IDTO	TAL TAV	ADLE ITE	MC	/total lines 45 40)	7.646	N/A	(iii) COMPI	ENSATE SELLER J. SELLER SHALL	FOR A	NY PHYSICAL DAMAGI BACK TO THE PURCH	E TO THE MOT ASER ALL PAY	TOR VEHICLE. (MENTS OR OTH	HER CONSIDERATION P	PAID BY THE
		ALLOWA	ABLE ITE	(line 10	(total lines 15-18)	7 0 12	25.00	PÚRCHASER,	INCLUDING ANY	DOWN	PAYMENT AND ANY N	OTOR VEHIC	E TRADED IN. RE THE PURCHA	SER RESCINDS THE TR	ANSACTION
				(IIIIe IC	51000.00	_** If lease, n	o lax credit	THEN THE SEL	LER SHALL RET	JRN TO	THE PURCHASER AS	UM EQUIVALE	ENT TO THE ALLO	OWANCE TOWARD THE	PURCHASE
∠1. IVI	LI IA		AMOUNT ne 19 minu	us line 20°	25425.00	1		(5) IF PURCHA	SER DOES NOT E	LECTI	O RESCIND THE CONT	RACT OF SALE	AS PROVIDED IN	HER CONSIDERATION F SER RESCINDS THE TR. DWANCE TOWARD THE LE. IS SUBSECTION (2)(b) OF IS AND CONDITIONS (1) OF THIS FORM ARE N	THIS FORM:
22 II	тан с	•			ار کاطیاع کا اللہ اللہ اللہ اللہ اللہ اللہ اللہ ا		NT / 7	CONTRACT O	R RISKS BEING F	OUND	IN DEFAULT OF THE T	ERMS AND CO	ONDITIONS	IS AND CONDITIONS	OT DINDING
			AND REG				N/A	I ON THE OLLLE	_11, \(\alpha\)110						
					SSESSMENT FEES		N/A	SALE, THE PU	RCHASER IS SO	LELY R	ESPONSIBLE FOR MA	KING ALL THE	FINANCING ARE	INT TERMS OF THE CO RANGEMENTS.	NIRACI OF
			ION/EMIS				N/A	(6) SIGNING TH SIGNATURE	HIS DISCLOSURE	DOES I	NOT PROHIBIT THE PUP	CHASER FRO	M SEEKING HIS (OWN FINANCING.	
			TRE RECY				N/A 5.00	OF PURCHASI	ER						
27. N						1	N/A	SIGNATURE							
28. N						+	N/A N/A	OF SELLER_							
		OF ALL I	ITEMS AB	BOVE	(lines 19, 22-28)	7643	30.00	CATICE	TERMS A	GR	EED TO: TRADE WHOL	NONE		S FOLLOWS X	
		CREDITS			(line 14)	, , , , ,	0.00	GAUGE A	. 1 01410 1 02	ندν.	INVOR MUOT	in obit	YJI,000		
		NCE I			(total line 29 minus 30)	, 5100									
DAY			THAPR	YEAI	R 2024	2543	30.00								
-					cle through_•			1	incur	nce o	company. Policy #				
		-			PRESS OR IMPLIED, W	/ITH RESPEC	T TO THE							ERWISE CONCER	NING THE

WARRANTY, IF ANY, AS EXPLAINED AND CONDITIONED BY PARAGRAPH 4 ON THE REVERSE SIDE HEREOF.

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_				
SIGNATURE OF PURCHASER _	DATE 04/30/24 VEHICLE TO BE TITLED IN NAME OF			
		OUTH OGDEN	CITY	
DUE AS OF 1	HE DATE OF THIS CONTRACT. THIS CONTRACT IS NOT A RECEIPT OF PAYMENT. NO RETURNS, RE	REFUNDS OR EXCHA	ANGES ARE PERMISSII	BLE EXCEPT AS NOTED A
OF THIS COI	ITRACT, AND FURTHER AGREES TO PAY THE "BALANCE DUE" AS SET FORTH ABOVE ON OR BEFC	ORE THE DATE SPE	ECIFIED. IF NO DATE IS	SPECIFIED, THEN THE BA

_ DATE __ APPROVED UADA FORM 1088 © 1991, Rev. 2012 TO REORDER CALL 484-8845 OR 1-800-594-8920



03/29/2024 DATE OF SALE:

KEN GARFF FORD 597 E. 1000 S AMERICAN FORK UT 84003 (801)763-6800

CUSTOMER #: 1514213

SOUTH OGDEN CITY

PURCHASER'S NAME

3950 ADAMS AVE # 1

STREET ADDRESS

SOUTH OGDEN UT 84403
CITY COUNTY STATE ZIP CODE

(801)940-1839

RES. PHONE

BUS. PHONE

Purchaser and Co-Purchaser(s), if any, (hereafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereafter referred to as "Seller"), subject to all terms, conditions, warranties and agreements contained herein, including those printed on the reverse side hereof.

1424 002		ILAII	WAKE		OLITILO		DOD! III L	012	COLOTT
X		2024	FORD TRUCK		S-DTY	F-350	CREW CAB S		ICONIC SILV MET
V.I.N.			OI	OOMETER		STOCK NO.	DEL. DATE		SALESPERSON
1FT8W	3BT7R	EC24036			5	1FT1941	03/29/2	024	FORD HOUSE DEAL
			E AND OTHER SU			THIS SECTION FOR		ILY PERTAINING	G TO TRADE-IN
1. CASH P				770	65.00				
2. ACCES	SORIES/C	OPTIONS				REGISTRATION POWER OF ATTORNEY	ODOMETER T Y STATEMENT AF	RADE-IN AUTHO PRAISAL FOR	ORIZATION MANUFACTURED PAYOFF OUT OF COUNTRY
3.					N/A				
4.					N/A	NOTICE	ONLY TO BU	/EBO OF I	10ED VELUOL E0
5.					N/A				ISED VEHICLES
		ICE (add lines 1-	5)	770	65.00	Intermation you see Information on the window	on the window form [E w form overrides any	Buyer's Guide] for contrary provision	this vehicle is part of this contract. s in the contract of sale.
7. MFR. RE		-	N/A		N/A	I HAVE RECEIVED A CO	•		3 III III 3 3 III 3 II 3 II 3 II 3 II
		E APPLIED TO P		(N/A)				
9. SUBTO	TAL		(lines 6 minus 8)	770	65.00	X			
YEAR/MAK		DE-IN AND	O/OR OTHER CRE	DITS		to be responsible for financin	g, or if this is a cash-only	s, either "A" or "B", or cash-plus-trade-	must be acknowledged, if Purchaser agrees in only transaction, the Purchaser must sign
			5693			SIGNING, PURCHASER AF	es to arrange for financin FIRMS THAT HE/SHE H	g, then both Seller a AS READ THE DIS	and Purchaser must sign disclosure "B". BY SCLOSURE AND AGREES THERETO. IF
2023 SERIES	F'OR	D TRUCK	BODY TYPE			SIGNING DISCLOSURE "B	3", DO NOT SIGN UNT	IL ALL BLANKS	HAVE BEEN FILLED IN. PURCHASER
									B") ARE MANDATED BY STATE LAW AND SELLER AND PURCHASER.
F-150 V.I.N.			4WD SUP						NGE FINANCING
1FTFW1	E OWED T	FA38396 ON TRADE-IN: O: N/A	N/A GOOD UNTIL:			"(A)" THE PURCHASER EDGES THAT THE SELL OR REPRESENTATION: PURCHASE OF THE MO FINANCING IS NECESS	OF THE MOTOR VEH LER OF THE MOTOR' S REGARDING SEL DTOR VEHICLE. FUR SARY IN ORDER FOR RACT ALL THE FINAL	HICLE DESCRIBE VEHICLE HAS M LER'S ABILITY THERMORE, PU THE PURCHAS	ED IN THIS CONTRACT ACKNOWL- ADE NO PROMISES, WARRANTIES, TO OBTAIN FINANCING FOR THE RCHASER UNDERSTANDS THAT IF SER TO COMPLETE THE PAYMENT EMENTS ARE THE SOLE RESPON-
DATE OF			ONTIE.		Ī		EES TO SEEK A	DDANGEMI	ENTS FOR FINANCING
*WARRA Purchase any vehic	ATION ANTY A er warrar cle trade	nts that he/she d in, and that if	ACC.#: NCE OWED ON TRAI has given Seller a true p it is not correct and is g r will pay the excess to	ay-off amo	unt on n the	"(B)" (1) THE PURCHAS EXECUTED THE CONT SELLER CAN PROVIDE VEHICLE. THE PRIMAR	SER OF THE MOTOI TRACT IN RELIANCE FINANCING ARRAN BY TERMS OF THE FI	R VEHICLE DES EUPON THE SI GEMENTS FOR NANCING ARE A	CRIBED IN THIS CONTRACT HAS ELLER'S REPRESENTATION THAT THE PURCHASE OF THE MOTOR
10. TRADE	E-IN ALLO	WANCE		510	00.00	N/A	MONTHS AND N/A		MONTHS. MONTHLY PAYMENTS
11. BALAN	ICE OWE	D ON TRADE-IN*			N/A	BETWEEN \$	N/A_PER MONTH	I AND \$	N/A PER MONTH BASED
12. NET AI	LLOWANG	CE ON TRADE-IN	(line 10 minus line 11)	510	00.00	ON A DOWN PAYMENT	- 1		
13. DEPOS	SIT/CASH	DOWN PAYMEN	IT (omit amt. line 8)		N/A	(2) (a) IF SELLER IS NOT ABL	E TO ARRANGE FINANCIN	IG WITHIN THE TER	MS DISCLOSED, THEN SELLER MUST, WITHIN RCHASER THAT HE HAS NOT BEEN ABLE TO
14. TOTAL	CREDITS	3	(total lines 12 & 13)	510	00.00	ARRANGE FINANCING.			
15. SUBTO	TAL FRO	M LINE 9	,	770	65.00	CONTRACT OF SALE PURSUAL	NT TO ILITAH CODE ANN 1 !	SECTION 41-3-401	T, IF PURCHASER CHOOSES, TO RESCIND THE
16. SERVI	CE CONT	RACT			N/A	(c) IN ORDER TO RESCIND (i) RETURN TO SELLER TH	HE MOTOR VEHICLE HE PU	, THE PURCHASER S JRCHASED;	SHALL: MILEAGE RATE FOR THE COST OF OPERATING
17. DEALE	R DOCU	MENTARY SERV	ICE FEE		N/A	A MOTOR VEHICLE ESTABLISH	MOUNT EQUAL TO THE CU HED BY THE FEDERAL INT	RRENT STANDARD N ERNAL REVENUE SE	MILEAGE RATE FOR THE COST OF OPERATING ERVICE FOR EACH MILE THE MOTOR VEHICLE
18.					N/A	HAS BEEN DRIVEN: AND			
19. SUBTO	TAL-TAX	ABLE ITEMS	(total lines 15-18)	770	65.00	(3) IN RETURN, SELLER SHALL	L GIVE BACK TO THE PUR	CHASER ALL PAYMEN	VEHICLE. NTS OR OTHER CONSIDERATION PAID BY THE RADED IN.
20. TRADE	E ALLOWA	ANCE ** (line	10) 51000.00	** If lease, r	no tax credit				
21. NET T/	(lir	ne 19 minus line 2	- 1			PRICE GIVEN BY THE SELLER (5) IF PURCHASER DOES NOT E (a) THE PURCHASER IS	FOR THE TRADE-IN, AS NO ELECT TO RESCIND THE CO S RESPONSIBLE FOR	OTED IN THE DOCUM NTRACT OF SALE AS I ADHERENCE TO	TO THE ALLOWANCE TOWARD THE PURCHASE ENT OF SALE. PROVIDED IN SUBSECTION (2)(b) OF THIS FORM: THE TERMS AND CONDITIONS OF THE
22. UTAH :	SALES/US	SE TAX ON "TAX	ABLE AMOUNT"		N/A	(D) IF THE TERMS AND COL	NDITIONS OF THE DISCLOS	SURES SET FORTH IN	I SECTION (1) OF THIS FORM ARE NOT BINDING
23. UTAH I	LICENSE	AND REGISTRA	TION FEES		N/A	ON THE SELLER; AND (c) IF FINANCING IS NECE	SSARY FOR THE PURCHA	SER TO COMPLETE	THE PAYMENT TERMS OF THE CONTRACT OF ANCING ARRANGEMENTS.
24. UTAH /	AGE BAS	ED/PROPERTY A	ASSESSMENT FEES		N/A	SALE, THE PURCHASER IS SO (6) SIGNING THIS DISCLOSURE	LELY RESPONSIBLE FOR I DOES NOT PROHIBIT THE F	MAKING ALL THE FIN. URCHASER FROM SE	ANCING ARRANGEMENTS. EKING HIS OWN FINANCING.
25. UTAH I	INSPECT	ION/EMISSIONS	TEST FEE		N/A	SIGNATURE			
26. UTAH \	WASTE T	IRE RECYCLING	FEE		5.00	OF PURCHASER			
27.N/A					N/A	SIGNATURE OF SELLER			
28. N/A					N/A	OTHER TERMS A	ACREED TO:	NONE	AS FOLLOWS X
29. TOTAL	OF ALL I	TEMS ABOVE	(lines 19, 22-28)	770	70.00	GAUGE AUTOMOTI			
30. TOTAL	. CREDITS	3	(line 14)	510	00.00)				
31. BAL	ANCE [(total line 29 minus 30)						
DAY29		THMAR YE	AR 2024	260	70.00	inc	ance company Poli	#	
			•	TH RESPE	CT TO THE		ance company. Policy		OR OTHERWISE CONCERNING THE

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHERWISE CONCERNING THE VEHICLE, PARTS OR ACCESSORIES DESCRIBED HEREIN. UNLESS OTHERWISE INDICATED BY SELLER IN WRITING, ANY WARRANTY IS LIMITED TO THE MANUFACTURER'S WARRANTY, IF ANY, AS EXPLAINED AND CONDITIONED BY PARAGRAPH 4 ON THE REVERSE SIDE HEREOF.

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		,	SOUTH	OGDEN	CITY
ATURE URCHASER	DATE 03/29/24			00221	0

SIGNATURE SIGNAT
OF CO-PURCHASER DATE OF SELL

SAP.

_ DATE 03/29/24

APPROVED UADA FORM 1088 © 1991, Rev. 2012 TO REORDER CALL 484-8845 OR 1-800-594-8920

03/29/2024

DATE OF SALE:

KEN GARFF FORD 597 E. 1000 S AMERICAN FORK UT 84003 (801)763-6800

CUSTOMER #: 1514213

SOUTH OGDEN CITY

PURCHASER'S NAME

STREET ADDRESS

3950 ADAMS AVE # 1

SOUTH OGDEN UT 84403 STATE CITY COUNTY

(801)940-1839

RES. PHONE

BUS. PHONE

ZIP CODE

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NEW	USEI	DEMO	YEAR	MAKE		SERIES			BODY	TYPE	CYL	COLOR		
Х			2023	FORD TRUCK		S-DTY	F-350		CRE	W CAB S		ICONIC S	SILV MET	
V.I.N.				C	DOMETER		STOCK N	O.		DEL. DATE		SALESPERSON		
1FT	'8W3	BT5P	ED24164			5	1FT15	516		03/29/20	24	FORD HOUS	SE DEAL	
	Ρl	JRCH	ASE PRICE	E AND OTHER S	UMS DU	E	THIS SECTION FOR SELLER'S USE ONLY PERTAINING TO TRADE-IN							
1 04	CLLDE		VELUCIE		742	05 00	Title (if not, explain):							
			VEHICLE		/43	95.00								
2. AU	CESS	ORIES/C	PTIONS			N/A N/A	REGISTRATION POWER ODOMETER TRADE-IN AUTHORIZATION MANUFACTURED OF ATTORNEY STATEMENT APPRAISAL FOR PAYOFF OUT OF COUNTRY							
4.						N/A								
5.						N/A		NOTICE	ONI	LY TO BUY	ERS OF	USED VEHIC	CLES	
6. TO	TAL C	ASH PRI	CE (add lines 1-5	5)	743	95.00	The inform	ation you see	on the	window form [Bu	yer's Guide] fo	or this vehicle is pa	art of this contract.	
7. MF	R. RE	BATE S) <u> </u>	J/A		N/A				overrides any co F THE FTC BUYE	, ,	ons in the contract o	of sale.	
			E APPLIED TO P	PURCHASE	(N/A)		CEIVED A C	JP Y UI	F INE FIG BUTE	INS GUIDE.			
9. SUI	BTOT	AL		(lines 6 minus 8)	743	95.00	X							
		TRA	DE-IN AND	OOR OTHER CR	EDITS		INSTRUCT	ION: One of th		INANCING Illowing disclosures,			ged, if Purchaser agrees	
YEAR	/MAKE			ODOMETER									he Purchaser must sign sign disclosure "B". BY	
202			O TRUCK	6547			SIGNING, P	JRCHASER AF	FIRMS	THAT HE/SHE HAS	S READ THE D	DISCLOSURE AND A	GREES THERETO. IF	
SERIE	_	I OIL	JIROCK	BODY TYPE									ED IN. PURCHASER D BY STATE LAW AND	
F-1	50			4WD SUP			ARE NOT TO	BE CONSTRI	JED AS	CONTRACTUAL TI	ERMS BETWEE	N SELLER AND PUR	RCHASER.	
V.I.N.												ANGE FINAN		
1FT	FW1	ED1P	FA38855				· ,						TRACT ACKNOWL- SES, WARRANTIES,	
*BAL	ANCE	OWED (ON TRADE-IN:	N/A			OR REPRI	ESENTATION	IS REC	ARDING SELLE	R'S ABILITY	TO OBTAIN FINA	ANCING FOR THE	
		OWED T N/A	0: N/A										RSTANDS THAT IF	
ADDI	nLJJ.	N/A											HE SOLE RESPON-	
PAY	OFF			GOOD				F THE PURC	HASEF	₹.				
	IFIED	BY:		UNTIL:			SIGNATURE OF PURCHAS	ER						
	E OF											MENTS FOR F		
	IFICA			ACC.#:			. , . ,						S CONTRACT HAS ESENTATION THAT	
				ICE OWED ON TRA									E OF THE MOTOR	
any	vehic	le trade	d in, and that if	has given Seller a true it is not correct and is	greater that	n the	VEHICLE.	THE PRIMAR	RY TER	MS OF THE FINA	ANCING ARE	AS FOLLOWS:		
			-	r will pay the excess to	1		INTEREST N/A						, TERM BETWEEN	
		IN ALLO	WANCE ON TRADE-IN*		510	00.00	BETWEEN			THS AND N/A			NTHLY PAYMENTS ER MONTH BASED	
			E ON TRADE-IN		F10	N/A 00.00		Ψ ′N PAYMENT				F	LH WONTT BASED	
			DOWN PAYMEN	· · · · · · · · · · · · · · · · · · ·		N/A	(2) (a) IF SEL	LER IS NOT AB	LE TO A	RRANGE FINANCING			N SELLER MUST, WITHIN	
		CREDITS		(total lines 12 & 13)	+	00.00	ARRANGE FIN	IANCING					HAS NOT BEEN ABLE TO	
			M LINE 9	(10101 11100 12 01 10)	+	95.00	(b) PURC CONTRACT O	HASER THEN HA F SALE PURSUA	IS 14 DAY	YS FROM THE DATE (JTAH CODE ANN.] SE	OF SALE TO ELECTION 41-3-401.	C1, IF PURCHASER CH	OOSES, TO RESCIND THE	
16. SE	ERVIC	E CONT	RACT		, 13	N/A	(i) KETUI	KN TO SELLEK T	HE MOTO	OR VEHICLE HE PUR	CHASED;			
17. DE	EALEF	R DOCUM	MENTARY SERV	ICE FEE		N/A	A MOTOR VE	HICLE ESTABLIS	HED BY	THE FEDERAL INTER	RENT STANDARD RNAL REVENUE S	SERVICE FOR EACH M	THE COST OF OPERATING ILE THE MOTOR VEHICLE	
18.						N/A	HAS BEEN DF (iii) COMP	IIVEN; AND ENSATE SELLEF	FOR AN	IY PHYSICAL DAMAG	E TO THE MOTO	R VEHICLE.	OIDEDATION DAID DV THE	
			ABLE ITEMS	(total lines 15-18)		95.00	PURCHASER,	N, SELLEH SHAL INCLUDING AN	L GIVE B	PAYMENT AND ANY N	ASEK ALL PAYM MOTOR VEHICLE	TRADED IN.	SIDERATION PAID BY THE	
		ALLOWA	,	51000.00	_ ^{**} If lease, r	no tax credit	THEN THE SE	LER SHALL RET	URN TO	THE PURCHASER AS	SED OF BEFORE	T TO THE ALLOWANCE	CINDS THE TRANSACTION, TOWARD THE PURCHASE	
∠1. Nb	EIIA.	XABLE A (lin	MOUN I e 19 minus line 2	20) \$ 23395.00			(5) IF PURCHA	SER DOES NOT I	ELECT TO	E THADE-IN, AS NOT DRESCIND THE CONT	ED IN THE DOCU	INICINI OF SALE. S PROVIDED IN SUBSEC	CTION (2)(b) OF THIS FORM: CONDITIONS OF THE B FORM ARE NOT BINDING	
22 11	TAH S	,	E TAX ON "TAX	/		NT / 70	CONTRACT O	R RISKS BEING	FOUND I	N DEFAULT OF THE 1	ERMS AND CON	IDITIONS	CONDITIONS OF THE	
			AND REGISTRA			N/A N/A	ON THE SELL	ER; AND						
				ASSESSMENT FEES		N/A	SALÉ, THE PU	IRCHASER IS SO	LELY RE	SPONSIBLE FOR MA	KING ALL THE FI	NANCING ARRANGEME	IS OF THE CONTRACT OF ENTS.	
25. U	TAH IN	NSPECTI	ON/EMISSIONS	TEST FEE		N/A	SIGNATURE		DOES IN	UT PRUNIDIT THE PUR	NUNASER FRUIVIS	SEEKING HIS OWN FINA	NOING.	
26. U	TAH W	ASTE T	RE RECYCLING	FEE		5.00	OF PURCHAS	ER						
27. N	/A					N/A	SIGNATURE OF SELLER							
28. N						N/A		TERMS A	AGR F	ED TO:	NONE	AS FOLL	ows X	
			TEMS ABOVE	(lines 19, 22-28)		00.00				TRADE WHOI				
		CREDITS		(line 14)	(510	00.00)								
		NCE [(total line 29 minus 30)										
DAY2				AR2024	2340	0.00								
		_	d insurance on vel	=	0711 5-	OT TO	MEDOLL			ompany. Policy #		OD 65115		
				XPRESS OR IMPLIED, W S DESCRIBED HEREIN.										

WARRANTY, IF ANY, AS EXPLAINED AND CONDITIONED BY PARAGRAPH 4 ON THE REVERSE SIDE HEREOF.

This Contract includes all of the terms, conditions, restrictions, limitations and other provisions on both the face and the reverse side hereof. This contract cancels and supersedes any prior contract and as of the date hereof comprises the complete and exclusive statement of the terms of the Contract Public Each of the terms of the contract planting to the subject matters covered hereby. PURCHASER BY HIS EXECUTION OF THIS CONTRACT ACKNOWLEDGES THAT HE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREOF AND HAS RECEIVED A TRUE COPY OF THIS CONTRACT, AND FURTHER AGREES TO PAY THE "BALANCE DUE" AS SET FORTH ABOVE ON OR BEFORE THE DATE SPECIFIED. IF NO DATE IS SPECIFIED, THEN THE BALANCE IS DUE AS OF THE DATE OF THIS CONTRACT. THIS CONTRACT IS NOT A RECEIPT OF PAYMENT. NO RETURNS, REFUNDS OR EXCHANGES ARE PERMISSIBLE EXCEPT AS NOTED ABOVE.

CONTRACT	T ACKNOWLEDGES THAT HE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREO	F AND HAS RECEIVED A TRUE COPY
OF THIS CO	ONTRACT, AND FURTHER AGREES TO PAY THE "BALANCE DUE" AS SET FORTH ABOVE ON OR BEFORE THE DATE SPECIFIED. IF NO DATE IS	S SPECIFIED, THEN THE BALANCE IS
DUE AS OF	THE DATE OF THIS CONTRACT. THIS CONTRACT IS NOT A RECEIPT OF PAYMENT. NO RETURNS, REFUNDS OR EXCHANGES ARE PERMISSI	IBLE EXCEPT AS NOTED ABOVE.
	SOUTH OGDEN CITY	
SIGNATURE OF PURCHASER _	DATE 03/29/24 VEHICLE TO BE TITLED IN NAME OF	

_ DATE _ APPROVED UADA FORM 1088 © 1991, Rev. 2012 TO REORDER CALL 484-8845 OR 1-800-594-8920 _ DATE 03/29/24

03/29/2024 DATE OF SALE:

KEN GARFF FORD 597 E. 1000 S AMERICAN FORK UT 84003 (801)763-6800

CUSTOMER #: 1514213

SOUTH OGDEN CITY

(801)940-1839

PURCHASER'S NAME

STREET ADDRESS

3950 ADAMS AVE # 1

RES. PHONE

SOUTH OGDEN UT 84403

COUNTY

STATE ZIP CODE

BUS. PHONE

Purchaser and Co-Purchaser(s), if any, (hereafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereafter referred to as "Seller"), subject to all terms, conditions, warranties and agreements contained herein, including those printed on the reverse side hereof.

CITY

NEW USED DEMO	YEAR	MAKE	SERIES		ВО	DY TYPE	CYL	COLOR	
x	2024	FORD TRUCK	S-DTY	F-350	CP	EW CAB S		ICONIC SILV MET	
V.I.N.					STOCK NO. DEL. DATE SALESPERSON				
1FT8W3BT0R	EC24072		5	1FT1918		03/29/20	24	FORD HOUSE DEAL	
			-	THIS SECTION FOR SELLER'S USE ONLY PERTAINING TO TRADE-IN					
PURCH	ASE PRIC	E AND OTHER SU	JMS DUE				Y PERTAIN	IING TO TRADE-IN	
1. CASH PRICE OF	VEHICLE		77065.00	Title (if no	t, explain	1):			
2. ACCESSORIES/C	PTIONS			REGISTRATION PO	VER ORNEY	ODOMETER TRA	DE-IN AL RAISAL I	JTHORIZATION MANUFACTURED FOR PAYOFF OUT OF COUNTRY	
3.			N/A	OF AT1	ORNEY	STATEMENT APPF	RAISAL I	FOR PAYOFF OUT OF COUNTRY	
4.			N/A						
5.			N/A	NOT	ICE O	NLY TO BUY	ERS OF	USED VEHICLES	
6. TOTAL CASH PRI	ICE (add lines 1-	-5)	77065.00	The information you	u see on th	he window form [Buy	yer's Guide]	for this vehicle is part of this contract.	
7. MFR. REBATE	\$	N/A	N/A			•	, ,	sions in the contract of sale.	
8. PORTION/REBAT	E APPLIED TO	PURCHASE	(N/A)	I HAVE RECEIVED A COPY OF THE FTC BUYERS GUIDE.					
9. SUBTOTAL		(lines 6 minus 8)	77065.00	X					
TRA	DE-IN AN	D/OR OTHER CRI	EDITS		e of the two	J	either "A" or "	B", must be acknowledged, if Purchaser agrees	
YEAR/MAKE		ODOMETER						de-in only transaction, the Purchaser must sign ler and Purchaser must sign disclosure "B". BY	
	D TRUCK	9200		SIGNING, PURCHAS	ER AFFIRM	IS THAT HE/SHE HAS	S READ THE	DISCLOSURE AND AGREES THERETO. IF	
SERIES	T TVOCK	BODY TYPE						(S HAVE BEEN FILLED IN. PURCHASER D("B") ARE MANDATED BY STATE LAW AND	
F-150		4WD SUP						EEN SELLER AND PURCHASER.	
V.I.N.		1112 201						ANGE FINANCING	
1FTFW1EDXP	FA38479			` '				RIBED IN THIS CONTRACT ACKNOWL- S MADE NO PROMISES, WARRANTIES,	
*BALANCE OWED		N/A			_			Y TO OBTAIN FINANCING FOR THE	
BALANCE OWED T	0: N/A	,						PURCHASER UNDERSTANDS THAT IF	
ADDRESS: N/A	L							HASER TO COMPLETE THE PAYMENT	
				SIBILITY OF THE F			JING ARRAI	NGEMENTS ARE THE SOLE RESPON-	
PAYOFF VERIFIED BY:		GOOD UNTIL:		SIGNATURE OF PURCHASER	011011110				
		UNTIL.			CDEEC	TO SEEK AE	DANCE	MENTS FOR FINANCING	
DATE OF VERIFICATION		ACC.#:						DESCRIBED IN THIS CONTRACT HAS	
	C TO DALA		DED IN VEHICLE.	() ()				SELLER'S REPRESENTATION THAT	
Purchaser warran	nts that he/she	NCE OWED ON TRA	ay-off amount on				_	OR THE PURCHASE OF THE MOTOR	
		if it is not correct and is one of the contract of the contrac		VEHICLE. THE PF				E AS FOLLOWS: L% PER ANNUM, TERM BETWEEN	
10. TRADE-IN ALLO		er will pay the excess to	50000.00	N/A		N <u>N/A</u> % AN NTHS AND N/A	IDIV/ 2	MONTHS. MONTHLY PAYMENTS	
11. BALANCE OWE]*	N/A	BETWEEN \$			AND \$	N/A PER MONTH BASED	
12. NET ALLOWANG			50000.00	ON A DOWN PAYN					
13. DEPOSIT/CASH		1 /	N/A	(2) (a) IF SELLER IS N	OT ABLE TO	ARRANGE FINANCING		TERMS DISCLOSED, THEN SELLER MUST, WITHIN	
14. TOTAL CREDITS		(total lines 12 & 13)	50000.00	ARRANGE FINANCING				PURCHASER THAT HE HAS NOT BEEN ABLE TO	
15. SUBTOTAL FRO		(.5 tal 11105 12 ta 10)	77065.00	(b) PURCHASER TH CONTRACT OF SALE PI	EN HAS 14 [JRSUANT TO	DAYS FROM THE DATE (D [UTAH CODE ANN.] SE	OF SALE TO EL CTION 41-3-40	LECT, IF PURCHASER CHOOSES, TO RESCIND THE 1	
16. SERVICE CONT			N/A	(b) PURCHASER THEN HAS 14 DAYS FROM THE DATE OF SALE TO ELECT, IF PURCHASER CHOOSES, TO RESCIND THE CONTRACT OF SALE PURSUANT TO JUTAH CODE ANN.] SECTION 41:3-401. (c) IN ORDER TO RESCIND THE CONTRACT OF SALE, THE PURCHASER SHALL: (ii) RETURN TO SELLER THE MOTOR VEHICLE HE PURCHASED:					
17. DEALER DOCUM		VICE FEE	N/A	(ii) PAY THE SELLE A MOTOR VEHICLE ES	R AN AMOUN TABLISHED E	NT EQUAL TO THE CURF	rent stándai	RD MILEAGE RATE FOR THE COST OF OPERATING E SERVICE FOR EACH MILE THE MOTOR VEHICLE	
18.			N/A	HAS REEN DRIVEN: AN)				
19. SUBTOTAL-TAX	ABLE ITEMS	(total lines 15-18)	77065.00	(3) ÎN RETURN, SELLEF PURCHASER, INCLUDIA	SHALL GIVE	E BACK TO THE PURCH	ASER ALL PAY	OR VEHICLE. MENTS OR OTHER CONSIDERATION PAID BY THE LE TRADED IN.	
20. TRADE ALLOWA	ANCE ** (line	50000.00	** If lease, no tax credit	(4) IF THE TRADE-IN HAS	BEEN SOLD	OR OTHERWISE DISPO	SED OF BEFOR	RE THE PURCHASER RESCINDS THE TRANSACTION, I INT TO THE ALLOWANCE TOWARD THE PURCHASE I	
21. NET TAXABLE A	MOUNT			PRICE GIVEN BY THE S	ELLER FOR	THE TRADE-IN, AS NOT	ED IN THE DOO	CUMENT OF SALE. AS PROVIDED IN SUBSECTION (2)(b) OF THIS FORM: O THE TERMS AND CONDITIONS OF THE	
,	e 19 minus line	/		(a) THE PURCHAS	SER IS RE	ESPONSIBLE FOR ALL	HERENCE T	O THE TERMS AND CONDITIONS OF THE	
22. UTAH SALES/US	SE TAX ON "TAX	XABLE AMOUNT"	N/A	(b) IF THE TERMS A	ND CONDITI	ONS OF THE DISCLOSUI	RES SET FORT	ONDITIONS H IN SECTION (1) OF THIS FORM ARE NOT BINDING	
23. UTAH LICENSE			N/A	ON THE SELLER; AND (c) IF FINANCING IS	NECESSAF	RY FOR THE PURCHASE	R TO COMPLE	TE THE PAYMENT TERMS OF THE CONTRACT OF FINANCING ARRANGEMENTS.	
		ASSESSMENT FEES	N/A	SALE, THE PURCHASER (6) SIGNING THIS DISCL	R IS SOLELY OSURE DOES	RESPONSIBLE FOR MA NOT PROHIBIT THE PUP	KING ALL THE RCHASER FROM	FINANCING ARRANGEMENTS. VI SEEKING HIS OWN FINANCING.	
25. UTAH INSPECTI			N/A	SIGNATURE OF PURCHASER					
26. UTAH WASTE T	IRE RECYCLING	G FEE	5.00						
27. N/A			N/A	SIGNATURE OF SELLER					
28. N / A	TEMO ADOM	/!! 40 00 00	N/A	OTHER TERI	NS AGE	REED TO:	NONE	AS FOLLOWS X	
29. TOTAL OF ALL I		(lines 19, 22-28)	77070.00			TRADE WHOI			
30. TOTAL CREDITS		(line 14) (total line 29 minus 30)	(50000.00)						
31. BALANCE I									
		EAR 2024	27070.00						
urchaser has arrange									
ELLER MAKES NO	WARRANTY, E	EXPRESS OR IMPLIED, WI	IH RESPECT TO THE	MERCHANTABILITY	, FITNESS	S FOR PARTICULA	K PURPOS	SE, OR OTHERWISE CONCERNING THE	

VEHICLE, PARTS OR ACCESSORIES DESCRIBED HEREIN. UNLESS OTHERWISE INDICATED BY SELLER IN WRITING, ANY WARRANTY IS LIMITED TO THE MANUFACTURER'S WARRANTY, IF ANY, AS EXPLAINED AND CONDITIONED BY PARAGRAPH 4 ON THE REVERSE SIDE HEREOF.

This Contract includes all of the terms, conditions, restrictions, limitations and other provisions on both the face and the reverse side hereof. This contract cancels and supersedes any prior contract

and as of the date hereof comprises the complete and exclusive statement of the terms of the Contract relating to the subject matters covered hereby. PURCHASER BY HIS EXECUTION OF THIS CONTRACT ACKNOWLEDGES THAT HE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREOF AND HAS RECEIVED A TRUE COPY OF THIS CONTRACT, AND FURTHER AGREES TO PAY THE "BALANCE DUE" AS SET FORTH ABOVE ON OR BEFORE THE DATE SPECIFIED. IF NO DATE IS SPECIFIED, THEN THE BALANCE IS DUE AS OF THE DATE OF THIS CONTRACT. THIS CONTRACT IS NOT A RECEIPT OF PAYMENT. NO RETURNS, REFUNDS OR EXCHANGES ARE PERMISSIBLE EXCEPT AS NOTED ABOVE.

DOE AS OF	THE DATE OF THIS CONTRACT. THIS CONTRACT IS NOT A RECEIPT OF PATMENT. IN	NO NETUNINO, NEFUNDO	OH EXCHAIN	NGES ARE PERIVISSIBLE EXCEP
		SOUTH	OGDEN	CITY
SIGNATURE OF PURCHASER	DATE 03/29/24	VEHICLE TO BE TITLED IN NAME OF		

SIGNATURE SOF CO-PURCHASER ______ DATE ______ DATE ______ DATE ______ TO REORDER CALL 484-8845 OR 1-800-594-8920

03/29/2024 DATE OF SALE:

KEN GARFF FORD 597 E. 1000 S AMERICAN FORK UT 84003 (801)763-6800

CUSTOMER #: 1514213

SOUTH OGDEN CITY

PURCHASER'S NAME

STREET ADDRESS

3950 ADAMS AVE # 1

SOUTH OGDEN UT 84403 COUNTY STATE ZIP CODE CITY

(801)940-1839

Title (if not, explain):

POWER OF ATTORNEY

LHAVE RECEIVED A COPY OF THE ETC BUYERS GUIDE.

RES PHONE

BUS. PHONE

MANUFACTURED OUT OF COUNTRY

•	all terri	in terms, conditions, warranties and agreements contained herein, including those printed on the reverse side hereof.												
	NEW	USED	DEMO	YEAR	MAKE			SERIES				TYPE	CYL	COLOR
	X			2023	FORD	TRUCK		F-150 S		ERIES	SUPERCREW			OXFORD WHITE
ſ	V.I.N.						ODOMETER			STOCK NO.	DEL. DATE			SALESPERSON
	1FT	FW1E	ED7P	FD27707				5	1FT1906 03/29/2024 ROBERT N MORGAN					
PURCHASE PRICE AND OTHER SUMS DUE						THIS SECTION FOR SELLER'S USE ONLY PERTAINING TO TRADE-IN								

Purchaser and Co-Purchaser(s), if any, (hereafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereafter referred to as "Seller"), subject to

PURCHASE PRICE AND OTHER SUMS DUE 1. CASH PRICE OF VEHICLE 62000.00 2. ACCESSORIES/OPTIONS N/A 3. N/A 4. N/A 5 N/A 6. TOTAL CASH PRICE (add lines 1-5) 62000.00 7. MFR. REBATE \$ N/A8. PORTION/REBATE APPLIED TO PURCHASE N/A) 9. SUBTOTAL (lines 6 minus 8) 62000.00

SIBILITY OF THE PURCHASER.

FINANCING DISCLOSURE INSTRUCTION: One of the two following disclosures, either "A" or "B", must be acknowledged, if Purchaser agrees to be responsible for financing, or if this is a cash-only or cash-plus-trade-in only transaction, the Purchaser must sign disclosure "A". If Seller agrees to arrange for financing, then both Seller and Purchaser must sign disclosure "B". BY SIGNING, PURCHASER AFFIRMS THAT HE/SHE HAS READ THE DISCLOSURE AND AGREES THERETO. IF SIGNING DISCLOSURE "B", DO NOT SIGN UNTIL ALL BLANKS HAVE BEEN FILLED IN. PURCHASER ACKNOWLEDGES THAT THE TERMS SET FORTH BELOW ("A") AND ("B") ARE MANDATED BY STATE LAW AND ARE NOT TO BE CONSTRUED AS CONTRACTUAL TERMS BETWEEN SELLER AND PURCHASER.

PURCHASER AGREES TO ARRANGE FINANCING "(A)" THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT ACKNOWL-

EDGES THAT THE SELLER OF THE MOTOR VEHICLE HAS MADE NO PROMISES, WARRANTIES,

OR REPRESENTATIONS REGARDING SELLER'S ABILITY TO OBTAIN FINANCING FOR THE PURCHASE OF THE MOTOR VEHICLE. FURTHERMORE, PURCHASER UNDERSTANDS THAT IF

FINANCING IS NECESSARY IN ORDER FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THIS CONTRACT ALL THE FINANCING ARRANGEMENTS ARE THE SOLE RESPON-

TRADE-IN APPRAISAL

The information you see on the window form [Buyer's Guide] for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

NOTICE ONLY TO BUYERS OF USED VEHICLES

TRADE-IN AND/OR OTHER CREDITS

YEAR/MAKE **ODOMETER** 2023 RAM SERIES BODY TYPE 2500 V.I.N. 4WD CRE

3C6UR5DL9PG537617 *BALANCE OWED ON TRADE-IN: N/A BALANCE OWED TO: N/A

ADDRESS: N/A

PAYOFF GOOD VERIFIED BY: UNTIL:

DATE OF VERIFICATION

ACC.#:

*WARRANTY AS TO BALANCE OWED ON TRADED-IN VEHICLE: Purchaser warrants that he/she has given Seller a true pay-off amount on any vehicle traded in, and that if it is not correct and is greater than the amount shown above, Purchaser will pay the excess to Seller on demand.

10. TRADE-IN ALLOWANCE 11. BALANCE OWED ON TRADE-IN* 12. NET ALLOWANCE ON TRADE-IN (line 10 minus line 11) 13. DEPOSIT/CASH DOWN PAYMENT (omit amt. line 8) 14. TOTAL CREDITS (total lines 12 & 13) 15. SUBTOTAL FROM LINE 9 16. SERVICE CONTRACT 17. DEALER DOCUMENTARY SERVICE FEE 18. 19. SUBTOTAL-TAXABLE ITEMS (total lines 15-18) 20. TRADE ALLOWANCE ** (line 10) 21. NET TAXABLE AMOUNT (line 19 minus line 20) 22. UTAH SALES/USE TAX ON "TAXABLE AMOUNT" 23. UTAH LICENSE AND REGISTRATION FEES 24. UTAH AGE BASED/PROPERTY ASSESSMENT FEES N/A 25. UTAH INSPECTION/EMISSIONS TEST FEE N/A 26. UTAH WASTE TIRE RECYCLING FEE 77. N/A 29. TOTAL OF ALL ITEMS ABOVE (line 19, 22-28) 30. TOTAL CREDITS NAM 11. BALANCE DUE (total line 29 minus 30) DAY 29 MONTH MAR YEAR 2024 14005.00	T	-			
12. NET ALLOWANCE ON TRADE-IN (line 10 minus line 11)	10. TRADE-IN ALLOWANCE		48000.00		
13. DEPOSIT/CASH DOWN PAYMENT (omit amt. line 8) N/A 14. TOTAL CREDITS (total lines 12 & 13) 48000.00 15. SUBTOTAL FROM LINE 9 62000.00 16. SERVICE CONTRACT N/A 17. DEALER DOCUMENTARY SERVICE FEE N/A 18. N/A 19. SUBTOTAL-TAXABLE ITEMS (total lines 15-18) 62000.00 20. TRADE ALLOWANCE ** (line 10) 48000.00 ** If lease, no tax credit 21. NET TAXABLE AMOUNT (line 19 minus line 20) \$ 14000.00 22. UTAH SALES/USE TAX ON "TAXABLE AMOUNT" N/A 23. UTAH LICENSE AND REGISTRATION FEES N/A 24. UTAH AGE BASED/PROPERTY ASSESSMENT FEES N/A 25. UTAH INSPECTION/EMISSIONS TEST FEE N/A 26. UTAH WASTE TIRE RECYCLING FEE 5.00 27. N/A N/A 29. TOTAL OF ALL ITEMS ABOVE (lines 19, 22-28) 62005.00 30. TOTAL CREDITS (line 14) (48000.00)	11. BALANCE OWED ON TRADE-IN*		N/A		
14. TOTAL CREDITS (total lines 12 & 13)	12. NET ALLOWANCE ON TRADE-IN (line	10 minus line 11)	48000.00		
15. SUBTOTAL FROM LINE 9 16. SERVICE CONTRACT 17. DEALER DOCUMENTARY SERVICE FEE 18. N/A 19. SUBTOTAL-TAXABLE ITEMS 20. TRADE ALLOWANCE ** (line 10) 48 0 0 0 . 0 0 21. NET TAXABLE AMOUNT (line 19 minus line 20) \$ 14 0 0 0 . 0 0 22. UTAH SALES/USE TAX ON "TAXABLE AMOUNT" 23. UTAH LICENSE AND REGISTRATION FEES 24. UTAH AGE BASED/PROPERTY ASSESSMENT FEES 25. UTAH INSPECTION/EMISSIONS TEST FEE 26. UTAH WASTE TIRE RECYCLING FEE 27. N/A 28. N/A 29. TOTAL OF ALL ITEMS ABOVE 30. TOTAL CREDITS (line 14) (48 0 0 0 . 0 0) 31. BALANCE DUE (total line 29 minus 30)	13. DEPOSIT/CASH DOWN PAYMENT	(omit amt. line 8)	N/A		
16. SERVICE CONTRACT 17. DEALER DOCUMENTARY SERVICE FEE 18. 19. SUBTOTAL-TAXABLE ITEMS 20. TRADE ALLOWANCE ** (line 10)	14. TOTAL CREDITS (to	otal lines 12 & 13)	48000.00		
17. DEALER DOCUMENTARY SERVICE FEE 18.	15. SUBTOTAL FROM LINE 9		62000.00		
18.	16. SERVICE CONTRACT		N/A		
19. SUBTOTAL-TAXABLE ITEMS (total lines 15-18) 62000.00 20. TRADE ALLOWANCE ** (line 10) 48000.00 ** If lease, no tax credit 21. NET TAXABLE AMOUNT (line 19 minus line 20) \$ 14000.00 22. UTAH SALES/USE TAX ON "TAXABLE AMOUNT" N/A 23. UTAH LICENSE AND REGISTRATION FEES N/A 24. UTAH AGE BASED/PROPERTY ASSESSMENT FEES N/A 25. UTAH INSPECTION/EMISSIONS TEST FEE N/A 26. UTAH WASTE TIRE RECYCLING FEE 5.00 27. N/A N/A 28. N/A N/A 29. TOTAL OF ALL ITEMS ABOVE (lines 19, 22-28) 62005.00 30. TOTAL CREDITS (line 14) (48000.00) 31. BALANCE DUE (total line 29 minus 30)	17. DEALER DOCUMENTARY SERVICE FEE		N/A		
20. TRADE ALLOWANCE ** (line 10)	18.		N/A		
21. NET TAXABLE AMOUNT (line 19 minus line 20) \$ 14000.00 22. UTAH SALES/USE TAX ON "TAXABLE AMOUNT" N/A 23. UTAH LICENSE AND REGISTRATION FEES N/A 24. UTAH AGE BASED/PROPERTY ASSESSMENT FEES N/A 25. UTAH INSPECTION/EMISSIONS TEST FEE N/A 26. UTAH WASTE TIRE RECYCLING FEE 5.00 27. N/A N/A 28. N/A N/A 29. TOTAL OF ALL ITEMS ABOVE (lines 19, 22-28) 62 00 5.00 30. TOTAL CREDITS (line 14) (48 00 0.00) 31. BALANCE DUE (total line 29 minus 30)	19. SUBTOTAL-TAXABLE ITEMS	(total lines 15-18)			
(line 19 minus line 20) \$ 14000.00 22. UTAH SALES/USE TAX ON "TAXABLE AMOUNT" N/A 23. UTAH LICENSE AND REGISTRATION FEES N/A 24. UTAH AGE BASED/PROPERTY ASSESSMENT FEES N/A 25. UTAH INSPECTION/EMISSIONS TEST FEE N/A 26. UTAH WASTE TIRE RECYCLING FEE 5.00 27. N/A N/A 28. N/A N/A 29. TOTAL OF ALL ITEMS ABOVE (lines 19, 22-28) 62005.00 30. TOTAL CREDITS (line 14) (48000.00) 31. BALANCE DUE (total line 29 minus 30)	20. TRADE ALLOWANCE ** (line 10)	48000.00	** If lease, no tax credit		
22. UTAH SALES/USE TAX ON "TAXABLE AMOUNT" 23. UTAH LICENSE AND REGISTRATION FEES 24. UTAH AGE BASED/PROPERTY ASSESSMENT FEES N/A 25. UTAH INSPECTION/EMISSIONS TEST FEE N/A 26. UTAH WASTE TIRE RECYCLING FEE 5.00 27. N/A N/A 28. N/A 29. TOTAL OF ALL ITEMS ABOVE (lines 19, 22-28) 30. TOTAL CREDITS (line 14) (1000) (100					
23. UTAH LICENSE AND REGISTRATION FEES 24. UTAH AGE BASED/PROPERTY ASSESSMENT FEES N/A 25. UTAH INSPECTION/EMISSIONS TEST FEE N/A 26. UTAH WASTE TIRE RECYCLING FEE 5.00 27. N/A N/A 28. N/A 29. TOTAL OF ALL ITEMS ABOVE (lines 19, 22-28) 62005.00 30. TOTAL CREDITS (line 14) (48000.00) 31. BALANCE DUE (total line 29 minus 30)	(line 19 minus line 20) \$	14000.00			
24. UTAH AGE BASED/PROPERTY ASSESSMENT FEES N/A 25. UTAH INSPECTION/EMISSIONS TEST FEE N/A 26. UTAH WASTE TIRE RECYCLING FEE 5.00 27. N/A N/A N/A 28. N/A 29. TOTAL OF ALL ITEMS ABOVE (lines 19, 22-28) 30. TOTAL CREDITS (line 14) (1000	22. UTAH SALES/USE TAX ON "TAXABLE AN	IOUNT"	N/A		
25. UTAH INSPECTION/EMISSIONS TEST FEE 26. UTAH WASTE TIRE RECYCLING FEE 27. N/A 28. N/A 29. TOTAL OF ALL ITEMS ABOVE 30. TOTAL CREDITS 31. BALANCE DUE (total line 29 minus 30)	23. UTAH LICENSE AND REGISTRATION FE	ES	N/A		
26. UTAH WASTE TIRE RECYCLING FEE 27. N/A 28. N/A 29. TOTAL OF ALL ITEMS ABOVE 30. TOTAL CREDITS 31. BALANCE DUE (total line 29 minus 30) (total line 29 minus 30)	24. UTAH AGE BASED/PROPERTY ASSESSI	MENT FEES	N/A		
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	DAY29 MONTHMAR YEAR202	24	14005.00		

SIGNATURE OF PURCHASER SELLER AGREES TO SEEK ARRANGEMENTS FOR FINANCING

"(B)" (1) THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT HAS EXECUTED THE CONTRACT IN RELIANCE UPON THE SELLER'S REPRESENTATION THAT SELLER CAN PROVIDE FINANCING ARRANGEMENTS FOR THE PURCHASE OF THE MOTOR VEHICLE. THE PRIMARY TERMS OF THE FINANCING ARE AS FOLLOWS:

INTEREST RATE BETWEEN $\underline{\hspace{1.5cm} N/A}\hspace{0.5cm}\%$ AND $\underline{\hspace{1.5cm} N/A}\hspace{0.5cm}\%$ PER ANNUM, TERM BETWEEN N/AMONTHS AND N/A __ MONTHS. MONTHLY PAYMENTS N/A PER MONTH AND \$ N/A PER MONTH BASED N/A ON A DOWN PAYMENT OF \$

ON A DOWN PAYMENT OF \$ N/A

(2) (a) IF SELLER IS NOT ABLE TO ARRANGE FINANCING WITHIN THE TERMS DISCLOSED. THEN SELLER MUST, WITHIN SEVEN CALENDAR DAYS OF THE DATE OF SALE MAIL NOTICE TO THE PURCHASER THAT HE HAS NOT BEEN ABLE TO ARRANGE FINANCING.

(b) PURCHASER THEN HAS 14 DAYS FROM THE DATE OF SALE TO ELECT, IF PURCHASER CHOOSES, TO RESCIND THE CONTRACT OF SALE PURSUANT TO JUTAH CODE ANN. SECTION 41-3-401.

(c) IN ORDER TO RESCIND THE CONTRACT OF SALE, THE PURCHASER SHALL:

(i) RETURN TO SELLER THE MOTOR VEHICLE HE PURCHASES SHALL:

(ii) RETURN TO SELLER THE MOTOR VEHICLE HE PURCHASES.

(iii) PAY THE SELLER AN AMOUNT EQUAL TO THE CURRENT STANDARD MILEAGE RATE FOR THE COST OF OPERATING A MOTOR VEHICLE ESTABLISHED BY THE FEDERAL INTERNAL REVENUE SERVICE FOR EACH MILE THE MOTOR VEHICLE HAS BEEN DRIVEN; AND

(iii) COMPENSATE SELLER FOR ANY PHYSICAL DAMAGE TO THE MOTOR VEHICLE.

(3) IN RETURN, SELLER SHALL GIVE BACK TO THE PURCHASER ALL PAYMENTS OR OTHER CONSIDERATION PAID BY THE PURCHASER, INCLUDING ANY DOWN PAYMENT AND ANY MOTOR VEHICLE TRADED IN.

(4) IF THE TRADE-IN HAS BEEN SOLD OR OTHERWISE DISPOSED OF BEFORE THE PURCHASER RESCINDS THE TRANSACTION, THEN THE SELLER SHALL RETURN TO THE PURCHASER A SUM EQUIVALENT TO THE ALLOWANCE TOWARD THE PURCHASE PRICE GIVEN BY THE SELLER FOR THE TRADE-IN, AS NOTED IN THE DOCUMENT OF SALE.

(5) IF PURCHASER DOES NOT ELECT TO RESCIND THE CONTRACT OF SALE AS PROVIDED IN SUBSECTION (2)(b) OF THIS FORM:

(a) THE PURCHASER IS RESPONSIBLE FOR ADHERENCE TO THE TERMS AND CONDITIONS OF THE CONTRACT OR RISKS BEING FOUND IN DEFAULT OF THE TERMS AND CONDITIONS OF THE DISCLOSURES SET FORTH IN SECTION (1) OF THIS FORM ARE NOT BINDING ON THE SELLER; AND

(b) IF THE TERMS AND CONDITIONS OF THE DISCLOSURES SET FORTH IN SECTION (1) OF THIS FORM ARE NOT BINDING ON THE PURCHASER IS SOLELY RESPONSIBLE FOR MAKING ALL THE FINANCING ARRANGEMENTS.

(6) SIGNING THIS DISCLOSURE DOES NOT PROHIBIT THE PURCHASER FROM SEEKING HIS OWN FINANCING.

SIGNATURE OF PURCHASER

SIGNATURE OF SELLER

OTHER TERMS AGREED TO: NONE AS FOR GAUGE AUTOMOTIVE TRADE WHOLESALE \$48,000.00 AS FOLLOWS X

Purchaser has arranged insurance on vehicle through .

insurance company. Policy #

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHERWISE CONCERNING THE VEHICLE, PARTS OR ACCESSORIES DESCRIBED HEREIN. UNLESS OTHERWISE INDICATED BY SELLER WARRANTY, IF ANY, AS EXPLAINED AND CONDITIONED BY PARAGRAPH 4 ON THE REVERSE SIDE HEREOF. SELLER IN WRITING, ANY WARRANTY IS LIMITED TO THE MANUFACTURER'S

This Contract includes all of the terms, conditions, restrictions, limitations and other provisions on both the face and the reverse side hereof. This contract cancels and supersedes any prior contract and as of the date hereof comprises the complete and exclusive statement of the terms of the Contract relating to the subject matters covered hereby. PURCHASER BY HIS EXECUTION OF THIS CONTRACT ACKNOWLEDGES THAT HE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREOF AND HAS RECEIVED A TRUE COPY THE BALANCE IS OTED ABOVE

OF THIS CC	ONTRACT, AI	ND FURTH	ER AGREE	S TO PAY	THE "BAL	LANCE DU	JE" AS SI	ET FORTH	ABOVE C	N OR B	EFORE THE	E DATE SPE	ECIFIED.	IF NO D	ATE IS S	SPECIFIE	D, THEN
DUE AS OF	THE DATE (OF THIS CO	ONTRACT.	THIS CON	ITRACT IS	NOT A R	ECEIPT (OF PAYME	NT. NO R	ETURNS	, REFUNDS	OR EXCH	ANGES A	RE PER	MISSIBI	LE EXCE	PT AS NO
											SOUTH	OGDEN	CIT	Y			
SIGNATURE OF PURCHASER							DATE 03	/29/24	1 VEHICL TITLED	E TO BE IN NAME OF	:						
									_								

SIGNATURE OF CO-PURCHASER DATE _

04/30/2024 DATE OF SALE:

KEN GARFF FORD 597 E. 1000 S AMERICAN FORK UT 84003 (801)763-6800

CUSTOMER #: 1514213

SOUTH OGDEN CITY

PURCHASER'S NAME

3950 ADAMS AVE # 1

STREET ADDRESS

SOUTH OGDEN UT 84403

CITY COUNTY STATE ZIP CODE

		(801)940-	RES. PHONE		B	SUS. PHONE	
Purchaser and Co-Purchaser(s), if any, (hereafter referred to a all terms, conditions, warranties and agreements contained here				eller/Dealer (h	ereafter referred	d to as "Seller"), s	subject t
NEW USED DEMO YEAR MAKE	SERIES	Thea on the reverse side in	BODY TYPE	CYL	COLOR		
		ann tha		012			
X 2023 FORD TRUCK O	DOMETER F'-150	SERIES ISTOCK NO.	SUPERCREW DEL. DATE		SALESPER	D WHT	
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IFIFWIEDOPFD27776	5	1511092	04/30/	2024	KOPEK.	I N MORGA	TA .
PURCHASE PRICE AND OTHER SU	JMS DUE	THIS SECTION FOI		ONLY PERTAI	INING TO TRAI	DE-IN	
1. CASH PRICE OF VEHICLE	62000.00	Title (if not, ex	plain):				
2. ACCESSORIES/OPTIONS	N/A	REGISTRATION POWER OF ATTORNE	ODOMETER SY STATEMENT	TRADE-IN APPRAISAL	AUTHORIZATION FOR PAYOFF	MANUFACTURED OUT OF COUNTRY	
3.	N/A	OF ATTORNE	STATEMENT	APPRAISAL	FOR PAYOFF	OUT OF COUNTRY	
4.	N/A						
5.	N/A	NOTICE	ONLY TO BU	JYERS O	F USED V	EHICLES	
6. TOTAL CASH PRICE (add lines 1-5)	62000.00	The information you see	on the window form	[Buyer's Guide	e] for this vehicle	is part of this co	ntract.
7. MFR. REBATE \$ N/A	N/A	Information on the wind		, , ,		itract of sale.	
8. PORTION/REBATE APPLIED TO PURCHASE	(N/A)	I HAVE RECEIVED A C	OPY OF THE FICE	UYERS GUIDI	E.		
9. SUBTOTAL (lines 6 minus 8)	62000.00	X					
TRADE IN AND/OD OTHER COL	FDITC	INIOTELIATION O (FINANCIN				
TRADE-IN AND/OR OTHER CRI	פווט	INSTRUCTION: One of to be responsible for financi					
YEAR/MAKE ODOMETER 9642		disclosure "A". If Seller agre	ees to arrange for finance	ing, then both Se	eller and Purchase	r must sign disclosu	ıre "B". B\
2023 FORD TRUCK		SIGNING, PURCHASER A SIGNING DISCLOSURE "					
SERIES BODY TYPE		ACKNOWLEDGES THAT T ARE NOT TO BE CONSTR					LAW AND
F-150 4WD SUP			SER AGREE				
		"(A)" THE PURCHASER					KNOWL-
1FTFW1ED7PFA38472		EDGES THAT THE SEL					
*BALANCE OWED ON TRADE-IN: $_{ m N/A}$ BALANCE OWED TO: $_{ m N/A}$		OR REPRESENTATION					
ADDRESS: N/A		PURCHASE OF THE MI FINANCING IS NECES					
ADDITIOO. IN/A		TERMS OF THIS CONT					
PAYOFF GOOD		SIBILITY OF THE PURC	CHASER.				
VERIFIED BY: UNTIL:		SIGNATURE OF PURCHASER					
DATE OF		SELLER AGR	EES TO SEEK	ARRANGI	EMENTS FO	OR FINANCII	NG
VERIFICATION ACC.#:		"(B)" (1) THE PURCHA	SER OF THE MOT	OR VEHICLE	DESCRIBED IN	THIS CONTRA	CT HAS
*WARRANTY AS TO BALANCE OWED ON TRA	DED-IN VEHICLE:	EXECUTED THE CON					
Purchaser warrants that he/she has given Seller a true pany vehicle traded in, and that if it is not correct and is		SELLER CAN PROVIDE VEHICLE. THE PRIMA					MOTOR
amount shown above, Purchaser will pay the excess to		INTEREST RATE BETV	WEENN/A_%	AND N/		-	TWEEN
10. TRADE-IN ALLOWANCE	51000.00	N/A	MONTHS AND $\overline{\mathrm{N}}$. MONTHLY PAY	
11. BALANCE OWED ON TRADE-IN*	N/A	BETWEEN \$	N/A PER MON	TH AND \$	N/A	PER MONTH	BASED
12. NET ALLOWANCE ON TRADE-IN (line 10 minus line 11)	51000.00	ON A DOWN PAYMENT	· · · ·	I/A	TED110 215717	'	IOT
13. DEPOSIT/CASH DOWN PAYMENT (omit amt. line 8)	N/A	(2) (a) IF SELLER IS NOT AE SEVEN CALENDAR DAYS OF	BLE TO ARRANGE FINANG THE DATE OF SALE MA	JING WITHIN THE IL NOTICE TO TH	: I'ERMS DISCLOSE HE PURCHASER TH	:D, THEN SELLER MU AT HE HAS NOT BEE	JST, WITHI EN ABLE T
14. TOTAL CREDITS (total lines 12 & 13)	51000.00	ARRANGE FINANCING.					
15. SUBTOTAL FROM LINE 9	62000.00	(b) PURCHASER THEN HA CONTRACT OF SALE PURSUA (c) IN ORDER TO RESCIN	ANT TO JUTAH CODE ANN	.] SECTION 41-3-4	101. SER SHALL:		
16. SERVICE CONTRACT	N/A	(c) IN ORDER TO RESCIN (i) RETURN TO SELLER (ii) PAY THE SELLER AN A MOTOR VEHICLE ESTABLIS	THE MOTOR VEHICLE HE	PURCHASED;	ARD MII FAGE RATE	FOR THE COST OF (OPERATIN
17. DEALER DOCUMENTARY SERVICE FEE	N/A	A MOTOR VEHICLE ESTABLIS HAS BEEN DRIVEN; AND	SHED BY THE FEDERAL I	NTERNAL REVEN	UE SERVICE FOR E	ACH MILE THE MOTO	OR VEHICL
18.	N/A	(iii) COMPENSATE SELLE (3) IN RETURN, SELLER SHAI	R FOR ANY PHYSICAL DA	MAGE TO THE MO	OTOR VEHICLE.	D CONGIDED ATION D	יד עם חוגנ
19. SUBTOTAL-TAXABLE ITEMS (total lines 15-18)	62000.00	I PURCHASER INCLUDING AN	Y DOWN PAYMENT AND A	ANY MOTOR VEHIC	CLE TRADED IN		
20. TRADE ALLOWANCE ** (line 10) 51000.00	** If lease, no tax credit		N SOLD OR OTHERWISE D TURN TO THE PURCHASE	ISPUSED OF BEFO R A SUM EQUIVAL	JHE THE PURCHASE LENT TO THE ALLOV	ER RESCINDS THE TRA VANCE TOWARD THE	ANSACTIO : PURCHAS
21. NET TAXABLE AMOUNT		PRICE GIVEN BY THE SELLER (5) IF PURCHASER DOES NOT (a) THE PURCHASER	Y FOR THE TRADE-IN, AS ELECT TO RESCIND THE ORDER	NOTED IN THE DO CONTRACT OF SAL	OCUMENT OF SALE LE AS PROVIDED IN S	SUBSECTION (2)(b) OF	THIS FORM
(line 19 minus line 20) \$ 11000.00		(a) THE PURCHASER CONTRACT OR RISKS BEING	IS RESPONSIBLE FOR FOUND IN DEFAULT OF 1	R ADHERENCE THE TERMS AND (TO THE TERMS CONDITIONS	AND CONDITIONS	3 OF TH
22. UTAH SALES/USE TAX ON "TAXABLE AMOUNT"	N/A	CONTRACT OR RISKS BEING (b) IF THE TERMS AND CO ON THE SELLER; AND					
23. UTAH LICENSE AND REGISTRATION FEES	N/A	(c) IF FINANCING IS NEC SALE, THE PURCHASER IS SI	ESSARY FOR THE PURCI	HASER TO COMPI	LETE THE PAYMENT	T TERMS OF THE CO	NTRACT C
24. UTAH AGE BASED/PROPERTY ASSESSMENT FEES	N/A	(6) SIGNING THIS DISCLOSURI	E DOES NOT PROHIBIT THE	E PURCHASER FRO	OM SEEKING HIS OW	IN FINANCING.	
25. UTAH INSPECTION/EMISSIONS TEST FEE	N/A	SIGNATURE OF PURCHASER					
26. UTAH WASTE TIRE RECYCLING FEE	5.00	SIGNATURE				·	
27. N/A	N/A	OF SELLER					
28. N / A 29. TOTAL OF ALL ITEMS ABOVE (lines 19, 22-28)	N/A	OTHER TERMS	AGREED TO:			FOLLOWS X	
30. TOTAL CREDITS (lines 14)	62005.00	GAUGE AUTOMOT	IVE TRADE WI	HOLESALE	\$51,000.	UÜ	
31. BALANCE DUE (total line 29 minus 30)	51000.00	1					
DAY30 MONTHAPR YEAR 2024	11005.00						
	11003.00		ronge og 5 "	#			
Purchaser has arranged insurance on vehicle through •		insu	rance company. Polic	y #			

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHERWISE CONCERNING THE VEHICLE, PARTS OR ACCESSORIES DESCRIBED HEREIN. UNLESS OTHERWISE INDICATED BY SELLER IN WRITING, ANY WARRANTY IS LIMITED TO THE MANUFACTURER'S WARRANTY, IF ANY, AS EXPLAINED AND CONDITIONED BY PARAGRAPH 4 ON THE REVERSE SIDE HEREOF.

This Contract includes all of the terms, conditions, restrictions, limitations and other provisions on both the face and the reverse side hereof. This contract cancels and supersedes any prior contract and as of the date hereof comprises the complete and exclusive statement of the terms of the Contract relating to the subject matters covered hereby. PURCHASER BY HIS EXECUTION OF THIS CONTRACT ACKNOWLEDGES THAT HE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREOF AND HAS RECEIVED A TRUE COPY OF THIS CONTRACT, AND FURTHER AGREES TO PAY THE "BALANCE DUE" AS SET FORTH ABOVE ON OR BEFORE THE DATE SPECIFIED. IF NO DATE IS SPECIFIED, THEN THE BALANCE IS DUE AS OF THE DATE OF THIS CONTRACT. THIS CONTRACT IS NOT A RECEIPT OF PAYMENT. NO RETURNS, REFUNDS OR EXCHANGES ARE PERMISSIBLE EXCEPT AS NOTED ABOVE.

UE AS OF	THE DATE OF	THIS CONTRACT. TH	IS CONTRACT IS NOT A F	RECEIPT OF PAYMENT.	NO RETURNS,	REFUNDS	OR EXCHAI	NGES ARE I	PERIVISS
						SOUTH	OGDEN	CITY	
GNATURE PURCHASER _				$_{\rm DATE} 04/30/24$	VEHICLE TO BE TITLED IN NAME OF				

_ DATE _

ADDITIONAL TERMS, CONDITIONS AND WARRANTIES

IT IS FURTHER UNDERSTOOD AND MUTUALLY AGREED:

The provisions on the reverse side of this contract are subject to the following additional terms, conditions, and warranties:

- 1. Purchaser promptly shall deliver to Seller (a) the original bill of sale and the title to any used vehicle taken in trade hereunder, and (b) the trade-in vehicle in the same condition and containing the same equipment as when appraised, excepting only reasonable wear and tear. Purchaser warrants such trade-in vehicle to be his sole property free and clear of all liens and encumbrances except as otherwise noted on the reverse side hereof.
- 2. If Purchaser does not pay the "BALANCE DUE" by the date indicated on the reverse side of this contract, then Seller may set off against its damages any cash deposit or down payment received from Purchaser. In the event a vehicle has been taken in trade, Purchaser authorizes Seller to sell the trade-in vehicle, and Seller shall be entitled to reimburse itself out of the proceeds of such sale for its expenses and losses incurred or suffered as the result of Purchaser's failure to complete the purchase.
- 3. Seller shall not be liable for delays or damages caused by the manufacturer, accidents, sureties, fires, or other causes beyond Seller's control.
- 4. NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE OR WILL BE DEEMED TO HAVE BEEN MADE BY EITHER SELLER OR THE MANUFACTURER OF ANY NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS FURNISHED HEREUNDER, EXCEPTING ONLY THE CURRENT PRINTED WARRANTY APPLICABLE TO SUCH VEHICLE OR VEHICLE CHASSIS, WHICH WARRANTY IS INCORPORATED HEREIN AND MADE A PART HEREOF AND A COPY OF WHICH WILL BE DELIVERED TO PURCHASER AT THE TIME OF DELIVERY OF THE NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS. SUCH WARRANTY SHALL BE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, CONCERNING SUCH VEHICLE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, AND THE REMEDIES SET FORTH IN SUCH WARRANTY SHALL BE THE ONLY REMEDIES AVAILABLE TO ANYONE WITH RESPECT TO SUCH NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS.

SIMILARLY, NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY SELLER WITH RESPECT TO ANY USED MOTOR VECHICLE OR MOTOR VEHICLE CHASSIS FURNISHED HEREUNDER EXCEPT AS MAY BE EXPRESSED IN WRITING BY SELLER FOR SUCH USED MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS, WHICH WARRANTY, IF SO EXPRESSED IN WRITING, IS INCORPORATED HEREIN AND MADE A PART HEREOF.

- 5. If the vehicle sold to Purchaser hereunder is a used or demonstrator vehicle, no warranty or representation is made by Seller as to the extent such vehicle has been used, regardless of the mileage shown on the odometer of said vehicle.
- 6. If it becomes necessary for Seller to enforce any of the provisions of this contract, Purchaser shall pay Seller's reasonable attorney's fees, court costs, and collection fees, whether they are incurred with or without suit, at trial, on appeal, or in any bankruptcy or insolvency proceeding. Collection fees hereunder are imposed in accordance with Utah Code Ann. §12-1-11, and shall comply with all applicable laws.
- 7. Purchaser may not transfer, assign, or delegate his rights or duties under this contract without Seller's prior written consent.
- 8. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT.
- 9. Purchaser represents that he is 18 years of age or older.
- 10. Purchaser grants to Seller a security interest in the purchased vehicle and in any proceeds derived from the sale of the purchased vehicle to secure full payment of the purchase price. This security interest also covers all equipment, accessories, and parts that are added to the vehicle. Purchaser also grants to Seller a security interest in the proceeds of any physical damage insurance policy applicable to the purchased vehicle. Purchaser also grants to Seller a security interest in the purchased vehicle to secure Seller's right to recover any losses proximately caused by Purchaser's breach of any provisions of this contract.
- 11. If the purchased vehicle is a used vehicle, the information shown on the window form (Buyer's Guide) for the vehicle is part of this contract. Information on the window form overrides any contrary provisions in this contract.
- 12. IN THE CASE OF ANY VEHICLE TRADED IN AS PART OF THE CONSIDERATION TOWARD A PURCHASE, PURCHASER REPRESENTS AND WARRANTS:
 - (a) THAT, UNLESS OTHERWISE DISCLOSED ON THE REVERSE SIDE HEREOF, POLLUTION CONTROL EQUIPMENT, AIR BAGS, AND ALL SAFETY-RELATED EQUIPMENT INSTALLED BY THE MANUFACTURER HAS NOT BEEN REMOVED OR RENDERED INOPERATIVE:
 - (b) THAT THE YEAR OF MANUFACTURE AND THE BALANCE OWED ON THE TRADE-IN VEHICLE ARE AS STATED ON THE REVERSE SIDE HEREOF;
 - (c) THAT, UNLESS OTHERWISE DISCLOSED ON THE REVERSE SIDE HEREOF, THE ODOMETER READING ACCURATELY STATES THE ACTUAL MILES THE TRADE-IN VEHICLE HAS BEEN DRIVEN;
 - (d) THAT PURCHASER HAS AND WILL PROVIDE TO SELLER GOOD TITLE TO THE TRADE-IN VEHICLE, AND THAT TRANSFER OF THE TRADE-IN VEHICLE TO SELLER AS A TRADE-IN ON THE PURCHASE OF ANOTHER VEHICLE IS LEGAL AND PROPER;
 - (e) THAT THE TRADE-IN VEHICLE HAS NEVER HAD ITS TITLE OR REGISTRATION BRANDED AS "SALVAGED", "RESTORED", "REPAIRED", OR SIMILAR TERM, PURSUANT TO UTAH CODE ANN. §41-1A-1004 AND §41-1A-1005, ANY SUCCESSOR STATUTE(S), OR STATUTE(S) OF ANOTHER STATE SUBSTANTIALLY SIMILAR IN CONTENT. IF PURCHASER BREACHES THIS REPRESENTATION AND WARRANTY, THEN PURCHASER SHALL BE LIABLE FOR AND PAY TO SELLER THE DIFFERENCE BETWEEN THE TRADE-IN ALLOWANCE STATED ON THE REVERSE SIDE HEREOF AND THE REDUCED VALUE ATTRIBUTABLE TO MISREPRESENTATION REGARDING THE TITLE OR REGISTRATION.
 - (f) THAT THE TRADE-IN VEHICLE WAS NOT KNOWINGLY INITALLY DELIVERED FOR DISPOSITION OR SALE IN A COUNTRY OTHER THAN THE UNITED STATES OF AMERICA; AND
 - (g) THAT, TO THE EXTENT THAT A MANUFACTURER'S WARRANTY REMAINS IN EFFECT, NO MODIFICATION HAS BEEN MADE TO THE TRADE-IN VEHICLE THAT WOULD INVALIDATE OR DIMINISH SUCH WARRANTY.
- 13. Any written notice required to be given to Purchaser shall be deemed reasonable and effective notification if it is mailed by ordinary mail, postage prepaid, to Purchaser's mailing address stated on the reverse side hereof.
- 14. The rate of interest set forth in section (B) of the "Financing Disclosure" on reverse side may involve a variable rate, if therein noted. Purchaser will rely on any credit agreement representing financing to provide the credit disclosures required by law, including disclosures regarding variable rates of interest, which shall control any and all financial disclosures in this contract. Purchaser acknowledges that Seller may or may not receive income for arranging financing under section (B) of said "Financing Disclosure".
- 15. All information Seller requests or receives hereunder may be used to verify Purchaser's identity in accordance with the U. S. Patriot Act.

ATTACHMENT "B"

Resolution No. 24-16

Resolution Of South Ogden City Authorizing An Agreement With Garff Enterprises For Purchase And Repurchase Of Certain Fleet Vehicles, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

21 May 24

Vehicle Repurchase Option Agreement

THIS VEHICLE REPURCHASE OPTION AGREEMENT (this "Agreement") is made effective May 21, 2024 between **South Ogden City**, a Utah municipality whose address is 3950 Adams Ave #1 South Ogden City, UT 84403 ("City"), and **GARFF ENTERPRISES, INC.**, a Utah corporation whose address 111 E. Broadway, Salt Lake City, UT 84111 ("Garff").

RECITALS:

- A. City is in the process of replacing approximately 15 motor vehicles for use by employees and officials, which vehicles are particularly described on the attached exhibit. The vehicles so described, together with any other mutually-agreed additions to such list, are called the "Vehicles" in this Agreement.
- B. *City* desires to lease (rather than purchase) the Vehicles and the option to rotate the Vehicles every 2 years to better assure dependability and reduced maintenance costs.
- C. Zions Bank ("Lessor") has proposed to lease the Vehicles to City for a 2 year term under that certain "Government Lease-Purchase Agreement" (the "Lease") to be dated on or about May 21, 2024 between Lessor, as lessor, and City, as lessee. The Lease effectively will result in the City's purchase of the Vehicles upon expiration of the Lease, likely between May 21, 2026 June 21, 2026 (the "Repurchase Date").
- D. Garff owns one or more new motor vehicle dealerships and desires to supply the Vehicles to Lessor for *City's* ultimate use.
- E. City is willing to enter into the Lease only if, inter alia, (1) Lessor irrevocably agrees to initially purchase the Vehicles from Garff, and (2) Garff irrevocably agrees to repurchase from Lessor (or from City, if required by the Lease) such of the Vehicles as City designates, at City's option, for the Repurchase Price (defined below) on the Repurchase Date.
- F. To induce *City* to enter into the Lease with Lessor, and to induce Lessor to thereupon purchase the Vehicles from Garff, Garff desires to irrevocably agree to repurchase such of the Vehicles as *City* designates, at *City's* option, for the Repurchase Price on the Repurchase Date as specified in this Agreement.
- G. The parties desire to set forth herein their entire agreement concerning the repurchase of the Vehicles and all related dealings between *City* and Garff. This Agreement shall supersede all prior negotiations or agreements between the parties, oral and/or written, concerning the subject matter of this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- Section 1. <u>Vehicles</u>. *City* hereby irrevocably agrees (a) to cause Lessor to purchase from Garff or its affiliated dealership(s) the Vehicles specified on the attached exhibit (as the same may be amended from time to time), and (b) to lease the Vehicles from Lessor as specified in the Lease.
- Section 2. <u>Duty to Repurchase</u>. To induce *City* to act as provided in section 1 above, Garff hereby irrevocably agrees to repurchase from Lessor, *City* or any other seller under the Lease such of the Vehicles as *City* designates, at *City's* option, on or after (as designated by *City*) the Repurchase Date, subject to the following requirements:
- (a) <u>Vehicles Repurchased</u>. The Vehicles to be repurchased to Garff hereunder shall be those Vehicles designated by *City*, at *City*'s option, from time to time, which may include none, some or all of the Vehicles identified on the attached exhibit.
- (b) <u>Purchase Price</u>. The Repurchase Price to be paid by Garff for all of the Vehicles totals \$728,000.00 If *City* elects to require Garff to repurchase less than all of the Vehicles, then the total Repurchase Price to be paid by Garff shall be appropriately reduced by agreement of *City* and Garff in connection with closing of Garff's repurchase from *City* of the balance of the Vehicles.
- (c) <u>Mileage</u>. If a Vehicle has over the agreed upon odometer miles as described on the attached exhibit, the Repurchase Price for that Vehicle shall be reduced by a charge of thirty cents (\$.35) per excess mile.
- (d) <u>Condition</u>. Each Vehicle shall be in condition to pass standard Utah State motor vehicle safety and emissions inspections of the type that were previously required annually for each registered motor vehicle. *City* may, at its option and cost, obtain and supply such current inspections to Garff on the Repurchase Date. *City* shall be responsible for repairing, at *City's* cost, any defects caused by *City's* use of a Vehicle which prevent the Vehicle from passing such inspections.
- (e) <u>Equipment</u>. Each Vehicle is equipped with manufacturer-installed, "factory" equipment ("Factory Equipment"); additional equipment installed After Market (such as police emergency lighting, sirens, prisoner cages, computer mounting equipment, K-9 cages, weapons storage vaults) ("After Market Equipment"); and other equipment and items, such as decals ("Other Items"). Each Vehicle shall be surrendered by City with all Factory Equipment attached and in good working condition. The following After Market Equipment and Other Items may be removed from the Vehicles prior to their surrender at City's cost, for re-use on City's future vehicles: radios and antennas; wireless modems and antennas; security weapons boxes; power inverters. No Other Items shall be removed from the Vehicles prior to their surrender.
- (f) <u>Body/Glass Damage</u>. Body damage to a Vehicle (except for reasonable wear), excessive holes attributable to equipment installations previously agreed to by Garff, and broken or chipped glass shall be repaired at *City's* cost.
- (g) <u>Closing</u>. Closing of Garff's repurchase of Vehicles hereunder shall be at such time, on such date, and at such place in *City*, *City* may specify upon at least five business days' prior notice to Garff. *City* agrees at such time to provide *Garff* with "Clean Titles" for every repurchased vehicle.

- Section 3. **Possible Future Lease**. Upon termination and satisfaction of the Lease, Garff and *City* may elect to enter into a new lease/re-purchase transaction with Lessor (oranother lessor) to provide a new pool of vehicles for the *City* on such terms and conditions as may be mutually agreed by such parties at that time, the parties acknowledging that pricing may be affected by factors such as then-current interest rates and intervening variances in the cost of vehicles and equipment.
- Section 4. <u>Condition Precedent</u>. The performance of each party's obligations hereunder is conditioned on full execution and delivery of the Lease by *City* and Lessor effectively contemporaneously herewith.
- Section 5. <u>City's Representations and Warranties</u>. *City* hereby represents and warrants to Garff as follows, and covenants that the same are true and accurate as of the date hereof:
- (a) <u>Status</u>. City is a Utah municipality that is duly organized, validly existing and in good standing. City is empowered by applicable law, and by resolution of its city council, to enter into and perform under this Agreement.
- (b) <u>Binding Agreement</u>. Upon its full execution and delivery, this Agreement and the obligations contemplated herein shall be legal, valid and binding obligations of *City* and shall be enforceable against *City* in accordance with their respective terms.
- (c) <u>Other Agreements</u>. The execution and delivery of this Agreement and the consummation of the transactions provided for herein will not result in a breach of or constitute a default under any agreement or instrument to which *City* is a party or by which *City* is bound, in a manner which would impair the consummation of this Agreement or the performance of City's obligations hereunder.
- (d) <u>Suits and Proceedings</u>. There are no suits or proceedings pending or threatened in any court or before any administrative board, commission, or by any federal, state or other governmental department or agency, which directly or indirectly affect or involve *City* and which, if determined adversely, would have an adverse effect on the transactions contemplated by this Agreement.
- (e) <u>Third Party Approvals</u>. Except as otherwise specified herein, no consents or approvals of any third party or parties are required prior to the execution, delivery and performance by *City* of this Agreement and any other documents contemplated hereby.
- Section 6. **Garff's Representations and Warranties**. Garff hereby represents and warrants to City as follows, and covenants that the same are true and accurate as of the date hereof:
- (a) <u>Status</u>. Garff is a Utah corporation that is duly organized, validly existing and in good standing. Garff is empowered by applicable law and corporate approvals to enter into and perform under this Agreement.

- (b) <u>Binding Agreement</u>. Upon its full execution and delivery, this Agreement and the obligations contemplated herein shall be legal, valid and binding obligations of Garff and shall be enforceable against Garff in accordance with their respective terms.
- (c) <u>Other Agreements</u>. The execution and delivery of this Agreement and the consummation of the transactions provided for herein will not result in a breach of or constitute a default under any agreement or instrument to which Garff is a party or by which Garff is bound, in a manner which would impair the consummation of this Agreement or the performance of Garff's obligations hereunder.
- (d) <u>Suits and Proceedings</u>. There are no suits or proceedings pending or threatened in any court or before any administrative board, commission, or by any federal, state or other governmental department or agency, which directly or indirectly affect or involve Garff and which, if determined adversely, would have an adverse effect on the transactions contemplated by this Agreement.
- (e) <u>Third Party Approvals</u>. Except as otherwise specified herein, no consents or approvals of any third party or parties are required prior to the execution, delivery and performance by Garff of this Agreement and any other documents contemplated hereby.
- Section 7. **<u>Default</u>**. If either party fails to perform any of its obligations hereunder and such condition is not cured within ten days after written notice thereof by the other, such party shall be in default hereunder and the non-defaulting party shall be entitled to proceed at law and in equity to enforce its rights under this Agreement.
- Section 8. <u>Indemnity</u>. City is a governmental entity under the "Governmental Immunity Act of Utah" (UTAH CODE ANN. §63G-7-101, et seq.) (as amended from time to time, the "Immunity Act"). Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that each of the parties is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. Neither party waives any defenses or claims otherwise available under the Immunity Act nor does any party waive any limits of liability now or hereafter provided by the Immunity Act.
- Section 9. <u>Additional Provisions</u>. The following provisions also are integral to this Agreement:
- (a) <u>Survival of Representations and Warranties</u>. The respective obligations of the parties made in this Agreement, all exhibits hereto, and all certificates and documents delivered pursuant hereto, shall survive any closings contemplated by this Agreement.
- (b) <u>Binding Agreement</u>. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
- (c) <u>Captions</u>. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

- (d) <u>Counterparts</u>. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.
- (e) <u>Severability</u>. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.
- (f) <u>Waiver of Breach</u>. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.
- (g) <u>Cumulative Remedies</u>. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law.
- (h) <u>Amendment</u>. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.
- (i) <u>Interpretation</u>. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah.
- (j) <u>Attorneys' Fees</u>. In the event any action or proceeding is taken or brought by either party concerning this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, on appeal or in any bankruptcy or insolvency proceeding.
- (k) <u>Notice</u>. All notices provided for herein shall be in writing and shall be given by first class mail, certified or registered, postage prepaid, addressed to the parties at their respective addresses set forth above or at such other address(es) as may be designated by a party from time to time in writing.
- (l) <u>Brokers</u>. Garff represents and warrants to *City* that no broker or finder acted for it or is entitled to any fee or commission in respect of the transactions contemplated hereby. Garff shall indemnify and hold *City* harmless in respect of any breach of the foregoing representation and warranty. Similarly, *City* represents and warrants to Garff that no broker or finder acted for *City* or is entitled to any fee or commission in respect of the transactions contemplated hereby. *City* shall indemnify and hold Garff harmless in respect of any breach of the foregoing representation and warranty.
 - (m) *Time of Essence*. Time is the essence of this Agreement.
- (n) <u>Costs</u>. All costs and expenses, including attorneys' fees, incurred by each party in conjunction with this Agreement shall be paid by the party that incurred such costs and expenses.

duties, under this Agreement to any that as applicable. Any purported assign Further, an approved assignment sha	either Garff nor <i>City</i> may assign its rights, or delegate its hird party without the prior written consent of <i>City</i> or Garff, ment without such consent shall be void from inception. Ill not effect any release of the assignor without a specific ase signed by the non-assigning party.
DATED effective the date first	CITY:
ATTEST:	South Ogden City, a Utah municipality
By:, Recorder	By:, City Manager
	GARFF:
	GARFF ENTERPRISES, INC., a Utah corporation
	By:

Ken Garff Ford & Chevrolet American Fork

	South Ogden City - EXHIBIT TO VEHICLE REPURCHASE OPTION AGREEMENT Dated 5/21/2024									
YEAR	Make	Make Model Body/Trim VIN Stock ID Color Use Mileage Allowance		Mileage Allowance	Lease Term	Repurchase Price				
2024	Ford	F350	CREW/DIESEL/LARIAT	1FT8W3BT3REC33655	1FT1905	WHITE	FIRE ADMIN	20,000	2 yrs.	\$60,000.00
2024	Ford	F350	CREW/DIESEL/LARIAT	1FT8W3BT7REC24036	1FT1941	SILVER	ADMIN	20,000	2 yrs.	\$60,000.00
2024	Ford	F350	CREW/DIESEL/LARIAT	1FT8W3BT0REC24072	1FT1918	SILVER	ADMIN	20,000	2 yrs.	\$60,000.00
2023	Ford	F350	CREW/DIESEL/LARIAT	1FT8W3BT5PED24164	1FT1516	SILVER	ADMIN	20,000	2 yrs.	\$58,000.00
2023	Ford	F150	CREW/HYBRID/LARIAT	1FTFW1ED0PFC27125	1FT1620	WHITE	ADMIN	20,000	2 yrs.	\$45,000.00
2023	Ford	F150	CREW/HYBRID/LARIAT	1FTFW1ED4PFD26630	1FT1877	WHITE	ADMIN	20,000	2 yrs.	\$48,000.00
2023	Ford	F150	CREW/HYBRID/LARIAT	1FTFW1EDXPFB81707	1FT1423	WHITE	ADMIN	20,000	2 yrs.	\$47,000.00
2023	Ford	F150	CREW/HYBRID/LARIAT	1FTFW1ED7PFD27707	1FT1906	WHITE	ADMIN	20,000	2 yrs.	\$48,000.00
2023	Ford	F150	CREW/HYBRID/LARIAT	1FTFW1ED8PFD27778	1FT1892	WHITE	ADMIN	20,000	2 yrs.	\$48,000.00
2023	Ford	F150	CREW/HYBRID/LARIAT	1FTFW1EDXPFD27474	1FT1891	WHITE	ADMIN	20,000	2 yrs.	\$48,000.00
2023	Ford	F150	CREW/HYBRID/LARIAT	1FTFW1ED1PFD26973	1FT1890	WHITE	ADMIN	20,000	2 yrs.	\$48,000.00
2023	Ford	F150	CREW/HYBRID/LARIAT	1FTFW1ED5PFB82098	1FT1415	SILVER	ADMIN	20,000	2 yrs.	\$47,000.00
2023	Ford	F150	CREW/HYBRID/LARIAT	1FTFW1ED0PFB81537	1FT1439	SILVER	ADMIN	20,000	2 yrs.	\$47,000.00
2023	Ford	EXPLORER	SUV/AWD/ST	1FM5K8GC6PGA01343	1FT1290	BLACK	ADMIN	20,000	2 yrs.	\$32,000.00
2023	Ford	EXPLORER	SUV/AWD/ST	1FM5K8GC6PGA01147	1FT1308	SILVER	ADMIN	20,000	2 yrs.	\$32,000.00
									TOTAL	\$728,000.00

Zach Madsen

Director of Fleet Sales

Ken Garff Ford & Chevrolet

STAFF REPORT

SUBJECT: Recommendation on Whether City Should Declare a

Portion of Nature Park as Surplus Property With the

Intent to Sell It

AUTHOR: Leesa Kapetanov
DEPARTMENT: Administration
DATE: May 9, 2024



RECOMMENDATION

Staff has no recommendation on this matter. The Planning Commission and City Council need to decide if they want to declare the property as surplus and thus make it available for anyone to purchase.

BACKGROUND

A resident who owns property adjacent to Nature Park (see drawing below) has approached the City to ask if the City would be willing to sell a portion of Nature Park to them to enlarge their current property. In order to sell the property, the City would need to declare it as surplus to the City's needs. If the property is declared surplus, it would need to be separated from the larger parcel it now belongs to and have it recorded with the Weber County Recorder's Office. The property would then be put up for sale so that anyone who wished could purchase it. Staff should note that we required the parcel to be under 10,000 square feet so it could not be used to create an additional building lot as per the requirements of the R-1-10 zone.



ANALYSIS

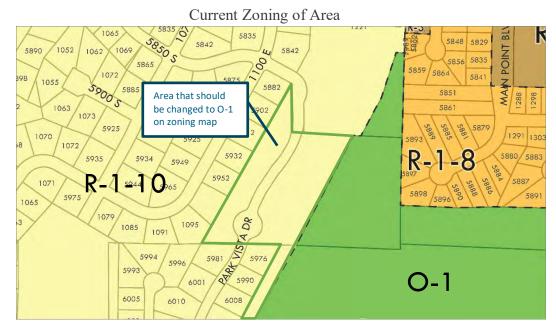
State statute requires that before any real property be sold, it must be determined if the property is a "significant parcel" or not. The state does allow the City to determine what constitutes a "significant parcel". Several years ago, the City updated our purchasing policy to include this definition:

1. DEFINITIONS:

- a. "Significant Parcel" of real property: In connection with any proposed sale, lease, conveyance or other disposition of real property owned by the City, the following real property is deemed to be "significant":
 - 1) Any property where the conveyance of the property would result in a need to amend the City budget;
 - 2) Any property where the conveyance of the property would result in a request for a change of zoning of that property;
 - 3) Any property specifically referenced in a master plan or where the proposed use of the land following its conveyance would conflict with the master plan for the area.

It is important to note that if a property is not deemed "significant", the process to declare it as surplus would be different; the planning commission would not need to consider it nor would a public hearing need to be held. Only the City Council would be part of the process to declare the property as surplus to the City's needs.

After reviewing the above conditions, it was determined that item 1) above did not apply. Staff then considered item 2), which initially we thought would apply because Nature Park is zoned O-1; however, upon looking at the zoning map, it was discovered that the O-1 designation did not extend to the full layout of the park, specifically the area in question, so no rezone would need to take place.



That leaves only item 3) to determine if this would be considered a "significant parcel". Staff looked at the General Plan (referred to as the Master Plan in the purchasing policy). The General Plan shows Nature Park extending to the area in question, and also used this full extent in the total acreage used to calculate all the data in Chapter 2, Layer 3: Green Structure. In other words, the sale of a portion of Nature Park would conflict with the General Plan for the area. (Note: The zoning map should probably be amended as shown above to extend the O-1 zone to the full extent of Nature Park and and to reflect how it is shown in the General Plan).

The property under consideration is a "significant parcel" based on criteria 3) and will need to follow the process below:

- 2. "Reasonable Notice"- Reasonable notice of the proposed conveyance of a significant parcel of City owned real property shall be interpreted to mean:
 - a. The notice required by UCA 10-8-2(4)(a) or its successors.
 - b. No significant parcel of City owned real property may be conveyed until after a public hearing has been held before the South Ogden City Planning Commission.
 - c. Comments and recommendations from the Planning Commission, following the required public hearing shall be delivered to the City Council, via the City Recorder, and shall be considered by the City Council before deciding on the proposed conveyance.

You will need to set a date for a public hearing as to whether the parcel should be declared surplus with the intent to sell or not. Staff will send out notices in compliance with the state code referenced. After the public hearing, you will need to make a recommendation to the City Council as to whether the property should be declared surplus and sold. There are many other factors to consider other than just the public comments that are received. Staff will go into detail about the factors to consider in our report for next month's meeting and give you more information to help you make a recommendation to the City Council.

REPORT OF ACTION

South Ogden City Planning Commission

MEETING DATE: May 9, 2024

ITEM: Public Hearing and Recommendation to City Council on

Whether to Declare Certain Property as Surplus to the

City's Needs With the Intent to Sell It

LINK: May 9, 2024 Planning Commission Meeting

Time stamps in blue (00:00:00) correspond to the audio

recording



BACKGROUND

A resident who owns property next to Nature Park approaced the City to see if City would be willing to sell a portion of Nature Park to them to enlarge their property.

ACTION OF PLANNING COMMISSION

The Planning Commission chose not to set a date for a public hearing because their recommendation to the Council is that the property not be sold.

PLANNING COMMISSION DISCUSSION

May 9, 2024 PC Meeting 01:39:323

MOTION 01:45:30

Commissioner Mills moved to set a date for a public hearing. Commissioner Mitchell seconded the motion. The planning commissioners had a lengthy discussion about the property and the process. Commissioner Mills moved to <u>not</u> set this item for a public hearing and not declaring it as surplus property. The motion was seconded by Commissioner Mitchell. 01:45:30. Staff reminded the chair that a motion was already on the table. Chair Bradley called a voice vote for the first motion to hold a public hearing. The voice vote was unanimous against the motion. The chair then called a voice vote for the second motion to <u>not</u> set a public hearing. All present voted in favor of not setting the item for a public hearing.



Mayor Council S. Neal Berube Ryan Barker Blake D. Cevering Jay D Dalpias Chrstina Watson Chris Pulver

Re Utah Municipal Alternative Voting Methods Pilot Program

February 27, 2024

Dear Members of the Utah Government Operations Interim Committee,

The North Ogden City Council is interested in effective voting reform that enhances accessibility and strengthens the security of our elections.

Having received a City Council meeting presentation on Approval Voting and having participated in ongoing discussions regarding it and other options available to our City, the North Ogden City Council believes that more voting method options, such as Approval Voting, should be made available under an Alternative Voting Methods Pilot Program. We believe the pilot program should allow local jurisdictions to explore more methods than the sole method previously allowed, ranked-choice voting.

We are interested in the possibility of trying approval voting and would like to express our support for adding approval voting as an option for municipal elections in 2025.

Thank you for your service in the Utah Legislature,

North Ogden City Council

Excused

Ryan Barker, Council Member

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Blake D. Cevering, Council Member
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Christina Watson, Council Member
Market To Market
Chris Pulver, Council Member
5 No. of Production 20 and 1981
S. Neal Berube, Mayor



Re Utah Municipal Alternative Voting Methods Pilot Program

January 18, 2024

Dear Members of the Utah House of Representatives Government Operations Standing Committee,

The Huntsville Town Council is interested in effective voting reform that enhances accessibility and strengthens the security of our elections.

Due to serious concerns about the security risks, difficulty of implementation, and significant opposition among registered voters in our Town, we do not support the use of ranked choice voting.

Having previously received a Town Council meeting presentation on Approval Voting and having participated in ongoing discussions regarding it and other options available to our Town, the Huntsville Town Council believes that more voting method options, such as Approval Voting, should be made available under Utah's Municipal Alternative Voting Methods Pilot Program. We believe the pilot program should allow local jurisdictions to explore more than just ranked choice voting, a method that fewer and fewer municipalities are interested in utilizing moving forward.

We are interested in the possibility of trying approval voting and would like to express our support for adding approval voting as an option for municipal elections in 2025.

Thank you for your service in the Utah Legislature,

Huntsville Town Council Members Artie Powell, Bruce Ahlstrom, and Mayor Richard Sorensen